# WELCOME TO FULL COVER AND DAMAGE COVER - MOBILE PHONE AND TABLET INSURANCE FOR LARGE BUSINESS





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### 1. The Insurance

These are the terms and conditions for Full Cover and Damage Cover - Mobile Phone and Tablet Insurance for Large Business. Where the Customer has more than one insured Mobile Phone or Tablet, each one is the subject of a separate policy with the Insurer. The monthly invoice for the EE Business Service plan will show the type of cover in force and the Monthly Premium payable.

In return for the payment of the Monthly Premium, the Insurer will insure the Mobile Phone or Tablet anywhere in the world during the Period of Cover under these terms and conditions.

### 2. Important things to know

- Full Cover and Damage Cover for Large Business are only available to Customers contracted to EE under an EE Business Agreement.
- The purchase of Full Cover and Damage Cover for Large Business is not a requirement of the EE Business Agreement.
- This insurance has a minimum term of three months from the Start Date. The Customer can cancel this insurance within 14 days of receiving these terms and conditions without paying any extra fees or charges. If the Customer cancels this insurance after 14 days and within the minimum term the Customer will be required to pay the Monthly Premiums due for the first three months. After the minimum term has ended the Customer can cancel this insurance at any time.
- The Insurer relies on the information the Customer or an Authorised User provides in writing or over the phone to make decisions about this insurance and any claim. If the Customer or the Authorised User does not answer accurately and completely any questions the Insurer asks, the Insurer has the right to invalidate this insurance and/ or reject any claim.
- These terms and conditions apply only to the Mobile Phone or Tablet supplied to the Customer by EE (or replaced by the Insurer after a successful claim). The Mobile Phone or Tablet must be connected by a SIM card to the EE network using the phone number shown on the Customer's monthly invoice for their EE Business Service Plan.
- The insurance extends cover to any person nominated by the Customer to become an Authorised User of the Mobile Phone or Tablet. The Customer must make any Authorised User aware of the terms and conditions of this insurance.
- After the three month minimum term, this insurance will continue for a maximum of 57 months unless the Customer or the Insurer cancel it earlier. Therefore, the Insurer recommends the Customer should check from time to time to make sure the insurance continues to meet the Customer's needs.



### 3. Words with specific meanings

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.

Authorised User	A person permitted by the Customer to use the Mobile Phone or Tablet under the EE Business Agreement.	
Customer	The business named on the EE Business Agreement.	
Damage	The Mobile Phone or Tablet stops working normally as the result of an accident or a deliberate act by someone not known to the Customer or to an Authorised User.	
EE	EE Limited.	
EE Business Agreement	The agreement between the Customer and EE to provide Mobile Phone(s) or Tablet(s) and services including a public body contracted to EE under the PSN Services Framework Agreement between the Government Procurement Service and EE (or any successor agreements between EE and the public procurement body).	
EE Business Service Plan	A plan under which a voice or data service is provided by EE to the Customer and under which gives access to EE's network.	
Excess	The amount payable by the Customer for each successful claim. Details of the Excess to be paid can be found in Section 5: Monthly Premium, Excess and other charges.	
IMEI Number	International Mobile Equipment Identity number. The serial number that uniquely identifies the Mobile Phone or Tablet.	
Insurer	Chubb European Group SE	
Loss, Lost	The disappearance of the Mobile Phone or Tablet in circumstances that do not involve Theft and the Customer or Authorised User are unable to recover it.	
Mobile Phone	The Mobile Phone supplied by EE for the phone number shown on the monthly invoice for the EE Business Service Plan or a replacement Mobile Phone provided by the Insurer after a successful claim. The Mobile Phone will have capability to make or receive telephone calls and SMS messages when connected by a SIM card to the EE Network or an overseas network when not in the UK.	
Monthly Premium	The monthly amount charged for the insurance shown on the Customer's monthly invoice for their EE Business Service Plan.	
Period of Cover	A period beginning on the Start Date and ending at the earliest of one of the events listed in Condition 11 – 'When Full Cover or Damage Cover for Large Business will end'.	

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Start Date	The date the Mobile Phone or Tablet is connected to the EE network for the first time.
Tablet	The Tablet supplied by EE for the phone number shown on the monthly invoice for the EE Business Service Plan or a replacement Tablet provided by the Insurer after a successful claim. The Tablet will have the capability to connect to the internet when connected by a SIM card to the EE Network or an overseas network when not in the UK.
Theft or Stolen	The Mobile Phone or Tablet being taken unlawfully from the Customer or an Authorised User or anyone temporarily holding or storing it for the Customer or an Authorised User.
Unauthorised Use	Any usage (i.e. calls, downloads, text messages) of the Mobile Phone or Tablet by another person following the Theft or Loss of the Mobile Phone or Tablet.
United Kingdom/UK	England, Scotland, Wales, Northern Ireland.

### 4. The insurance covers

The Customer's monthly invoice for their EE Business Service Plan will show what type of cover is in place for the Mobile Phone or Tablet.

### 4.1 Full Cover for Large Business

#### What's covered?

The Insurer will replace the Mobile Phone or Tablet if during the Period of Cover it is:

Lost	The disappearance of the Mobile Phone or Tablet in circumstances that do not involve Theft and the Customer or Authorised User are unable to recover it; or.
Stolen	The Mobile Phone or Tablet being taken unlawfully from the Customer or an Authorised User or anyone temporarily holding or storing it for the Customer or an Authorised User ;or.
Damaged	The Mobile Phone or Tablet stops working normally as the result of an accident or a deliberate act by someone not known to the Customer or to an Authorised User.

### What's not covered?

The Insurer will not replace a Mobile Phone or Tablet if the Customer or an Authorised User:

- knowingly leaves it in a place where they can't see it but others can;
- does not report its Theft to the police (local police if abroad) and does not obtain a report or a crime reference number;

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- knowingly leaves it on display in an unattended vehicle that is unlocked and the vehicle's security systems are not enabled (for example, in a dashboard holder);
- leaves it in an unoccupied building where the windows and doors are left unlocked;
- deliberately damages the Mobile Phone or Tablet or instructs someone to damage the Mobile Phone or Tablet;
- carries out or instructs someone not authorised by the Insurer to repair the Mobile Phone or Tablet;
- alters or modifies any internal parts or the operating system (such as it being unlocked to operate on another network) of the Mobile Phone or Tablet;
- dents, scratches or causes other marks that do not stop the Mobile Phone or Tablet working normally.

### 4.2 Damage Cover for Large Business

#### What's covered?

The Insurer will replace the Mobile Phone or Tablet if during the Period of Cover it is:

Damaged The Mobile Phone or Tablet stops working normally as the result of an accident or a deliberate act by someone not known to the Customer or to an Authorised User.

#### What's not covered?

The Insurer will not replace a Mobile Phone or Tablet if it is damaged:

- deliberately by the Customer or an Authorised User or anyone acting on the instructions of Customer or an Authorised User;
- while being repaired by someone not authorised by the Insurer;
- by an alteration or modification to any internal parts or to the operating system (such as it being unlocked to operate on another network);
- by dents, scratches or other marks that do not stop it working normally.

# 4.3 General exclusions applying to Full Cover and Damage Cover for Large Business

The Insurer will not accept any claim:

- where the Mobile Phone or Tablet is Lost by someone other than the Customer or an Authorised User;
- for the costs for installing or re-purchasing any content such as data, music, photos apps or software to the replacement Mobile Phone or Tablet;
- where at the time of the claim the EE Business Agreement is not paid up to date;
- for accessories of any kind;

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• Caused by war, invasion, revolution or similar event-

### 5. Monthly Premium, Excess and other fees payable

#### **Monthly Premium**

The Monthly Premium will be added to the Customer's monthly invoice for the EE Business Service Plan in addition to any charges for the use of the Mobile Phone or Tablet.

#### **Excess**

An Excess will be charged for each successful claim. The amount of the Excess will depend on the banding of the Mobile Phone or Tablet on the date a successful claim is accepted and will be added to the next month's invoice for the EE Business Service Plan.

The table below sets out the maximum amount of the Excess that will be charged. To find the latest bands for Mobile Phones and Tablets go to: <u>www.ee.co.uk/businessterms</u>

Band	Excess Value
A	£15
В	£35
С	£55

#### **Failed Delivery**

A charge will be made to the Customer for the failed delivery of a replacement Mobile Phone or Tablet if the Customer or an Authorised User is not available on the day and at the time agreed or if the damaged Mobile Phone or Tablet is not ready for replacement. For details of the charges go to: <u>www.ee.co.uk/businessterms</u>

### 6. How to make a claim

The events that cause a claim can be very different; the Insurer will consider everything the Customer or Authorised User tells them about the claim before they make a decision.

To begin with, follow the step by step instructions below:

- Search Where possible, make contact with the owner or management of the last place the Mobile Phone or Tablet was used or known to be to check 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) as soon as possible and obtain a report or crime reference number and police station details. The Insurer encourages any Theft to be reported within 30 days of discovery.

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Protect If the Mobile Phone or Tablet has the functionality, activate the Mobile Phone or Tablet location feature to help with finding and retrieving it. This may also enable the Mobile Phone or Tablet to be locked and the data stored on the Mobile Phone or Tablet to be wiped.

Please call EE business customer services if any assistance is required with this.

Register the claim with the Insurer as soon as possible to reduce the time the Customer and/or the Authorised User is without the Mobile Phone or Tablet by calling the business customer service number below.

	From Customer EE phone	From any other phone
Large Business Customers	158	07973 100158

## Don't forget: Loss or Theft of the Mobile Phone or Tablet should be reported to EE as soon as possible to limit Unauthorised Use as this is not covered under this insurance.

To help deal with any claim as quickly as possible please have the following information to hand:

- IMEI Number (this can be found on the box the Mobile Phone or Tablet came in);
- The make and model of the Mobile Phone or Tablet;
- For Theft, the crime reference number or the report and the name of the police station it was reported to (as applicable);
- The time and date the Mobile Phone or Tablet was Lost, Stolen or Damaged.

When registering a claim for Damage, the Insurer will require the Customer/Authorised User to disable, where this is possible, any software installed (for example location finder) that restricts full access to the Mobile Phone or Tablet before arranging delivery of a replacement.

Please also refer to the section "How the Insurer will deal with a claim" below.

### 7. How the Insurer will deal with a claim

#### **Collect information**

The Insurer will take the details of any claim over the telephone from the Customer or the Authorised User.

For Theft claims, the Insurer will require a copy of the report or the crime reference number from the police.

If a claim is accepted the Excess will be charged to the bill for the EE Business Service Plan and collected in the next monthly payment.

The Insurer will decline any claim where the Customer or Authorised User is unable to provide the documentation requested.

#### How the Insurer will replace the Mobile Phone or Tablet

The Insurer will consider any claim based on the information provided by the Customer or the Authorised User and:

• If the Insurer accepts the claim and agrees on a replacement Mobile Phone or Tablet the Insurer aims to deliver it on the next working day.

Any replacement will, wherever possible, be of the same or similar specification as the original Mobile Phone or Tablet, but may be an alternative operating system, make or model. The replacement will be from refurbished stock

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that has been tested and is fully functional. The Insurer will always discuss the alternative Mobile Phone or Tablet with the Customer.

Please note: charges and restrictions apply to delivery, please read the next section for details.

#### Charges or restrictions that apply to delivery of a replacement Mobile Phone or Tablet

The Insurer will only deliver a replacement Mobile Phone or Tablet to the address of the Customer or an Authorised User in the United Kingdom. If the Mobile Phone or Tablet is Lost, Stolen or Damaged outside the United Kingdom the replacement will be delivered on return to the United Kingdom.

If the Damaged Mobile Phone or Tablet has software installed that stops or restricts the Insurer or EE from fully accessing the device the Customer/ Authorised User is required to disable this software, where this is possible. Failure to do so will delay the arrangement of a delivery of a replacement Mobile Phone or Tablet.

The cost of delivering a replacement Mobile Phone or Tablet is included in the claims service. However, the Insurer will charge for the cost of a failed delivery, for example:

- · No one is available to accept the replacement on the day and at the time agreed; or
- If the Damaged Mobile Phone or Tablet is not ready for exchange.

For details of the charges go to: <u>www.ee.co.uk/businessterms</u> and access the EE Large Business Price Guide.

To re-arrange delivery the Customer or the Authorised User must call the EE business customer service number shown in the Help and Support section.

If the Mobile Phone or Tablet is not in stock and a suitable replacement cannot be agreed, the Insurer will not be able to deliver the replacement in the timescales set out above.

Next working day delivery is not available on UK bank holidays or in exceptional circumstances, for example: public events, festivals and weather events where road, rail and air transport is disrupted.

#### Return or recovery of a Damaged, Lost or Stolen Mobile Phone or Tablet

If the Customer's claim is accepted and the Mobile Phone or Tablet is replaced, the Damaged, Lost or Stolen device will become the property of the Insurer.

If the Mobile Phone or Tablet is Damaged: the Customer must return the Damaged device to the Insurer. This will normally take place as an exchange at the delivery of the replacement Mobile Phone or Tablet.

If the Customer finds or recovers the Mobile Phone or Tablet after it has been replaced by a successful claim for Loss or Theft, the Customer must return it to the Insurer. Please call EE business customer services who will provide details of how it can be returned. The Insurer will take action to recover the cost of the replacement if the Insurer discovers the Customer has found or recovered the Mobile Phone or Tablet after the settlement of a claim and not returned it to the Insurer.

### 8. Can the terms of the Insurance change?

The Insurer can review and reduce the Excess during the Period of Cover. The Customer can check the latest Excess value for the Mobile Phone and Tablet at: www.ee.co.uk/businessterms. The Insurer can review and change the Monthly Premium and/or change the terms and conditions of this insurance. If this happens, the Insurer will give the Customer at least 30 days' notice in writing by SMS message, by hand, by post, by next working day delivery service to the Customer's last known address, by a bill message through the Customer's online account, or by email to an email address the Customer provided to EE.

The Customer will have the right to refuse any such changes and cancel Full Cover or Damage Cover if the Customer wishes. See Condition 12 Cancelling Full Cover or Damage Cover for Large Business. The circumstances that may B2BLegal2405 Full Cover and Damage Cover for Mobile Phone and Tablet for Large Business (Sold by EE) EXT Document V1.2 06.03.2020



give rise to a change in the Monthly Premium, the Excess or to the terms and conditions of the insurance include: significant adverse claims experience, significant increase in the operating costs of this insurance, inflation, economic and environmental factors, and changes in legislation, taxation or interest rates.

### 9. What's the cost?

The Monthly Premium will depend on the type of cover – Full Cover or Damage Cover. EE will confirm the Monthly Premium of Full Cover or Damage Cover at the time of the sale and it will be detailed on the monthly invoice for the EE Business Service Plan. The Monthly Premium includes any taxes or additional charges which may apply.

The Customer's first payment will cover the period from the Start Date to the next bill date and will be shown on the monthly invoice for the EE Business Service Plan.

Full Cover and Damage Cover for Large Business are subject to a minimum period of three months unless cancelled within 14 days of the Start Date. If the Customer cancels the insurance after 14 days and within the three month minimum period the Customer will be required to pay the Monthly Premium for the remainder of the minimum period. After the minimum three month term, Full Cover and/or Damage Cover will continue for up to a maximum of 57 months or until the earliest occurrence of one of the events described in condition 11 – When Full Cover or Damage Cover for Large Business ends.

### 10. Fraud

If the Customer, an Authorised User or anyone acting on behalf of the Customer makes a claim which is in anyway false or fraudulent or supports a claim with any false or fraudulent statement or document, the Customer will lose all benefit and any Monthly Premiums the Customer has paid for this insurance. The Insurer may also recover the cost of any successful claims settled under this insurance and later discovers or suspects them to be fraudulent.

If the Customer or an Authorised User fraudulently provides the Insurer with false information, statements or documents, the Insurer will record this on anti-fraud databases and may also notify other organisations. See the section "Data Protection" for more details.

### 11. When Full Cover or Damage Cover for Large Business ends

This insurance will end at the earliest of the following:

- The Customer no longer has an EE Business Agreement or EE Business Service Plan with EE which is directly connected to the Mobile Phone or Tablet;
- The Customer no longer owns the Mobile Phone or Tablet or disconnects it from the EE Network;
- The Customer or the Insurer cancels this insurance;
- At the end of the 60th month after the Start Date.
- If the Customer switches the Mobile Phone or Tablet from an EE Business Service Plan to a Consumer service plan;
- The date we decline a claim for Loss or Theft;
- The Customer fails to pay the Monthly Premium for Full Cover or Damage Cover and it has become overdue

### **12.** Cancelling Full Cover or Damage Cover

#### **Customers' right to cancel**

Full Cover and Damage Cover for Large Business have a three month minimum term beginning on the Start Date. The Customer can cancel this insurance within 14 days of the Start Date without paying any extra fees or charges and the Insurer will refund the part of the Monthly Premium paid for the number of days after receipt of the Customer's cancellation instructions. Any refund will be made by credit to the monthly invoice for the EE Business Service Plan.

After 14 days, the Customer cannot cancel the insurance without paying the Monthly Premium due for the minimum term.

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After the minimum term has ended, the Customer can cancel the insurance at any time and the Insurer will refund the part of the Monthly Premium paid for the number of days after receipt of the cancellation instructions.

To cancel Full Cover and Damage Cover the Customer shall call the EE Business Customer Service number or write to: EE Insurance Team, PO Box 5568, Manchester, M61 0TG, quoting the Mobile Phone or Tablet number shown on the monthly invoice for the EE Business Service Plan.

#### The Insurer's right to cancel

The Insurer can cancel this insurance without notice if the Monthly Premium is not paid when due or if the Insurer suspects or believes a claim to be fraudulent.

After the three month minimum term has ended, the Insurer can cancel this insurance by providing the Customer with 30 days' notice in writing by hand or by post or next working day delivery service to the Customer's last known address or by a bill message through the Customer's online account, or by email to an email address the Customer provided to EE.

If the Insurer declines a claim for Loss or Theft and the insurance cannot transfer to another Mobile Phone or Tablet, the Insurer will cancel the cover and all other features of the insurance and protection service will end.

The circumstances that may give rise to cancellation of this insurance include: the Customer or the Authorised User providing fraudulent or inaccurate information; significant adverse claims experience, significant increase in the operating costs of the insurance, inflation, economic and environmental factors, and changes in legislation, taxation or interest rates.

### 13. Transferring Full Cover or Damage Cover

### To another Mobile Phone or Tablet

If during the Period of Cover EE supplies a Mobile Phone or Tablet as an upgrade to the EE Business Service Plan, the Insurer consents to the transfer of this insurance to the replacement Mobile Phone or Tablet.

#### To another party

If during the Period of Cover, the Customer's EE Business Agreement is novated (in full or in part) to another party and the Mobile Device or Tablet covered by this Insurance is included in that novation or transfer, the Insurer consents to the transfer of this insurance with that Mobile Phone or Tablet.

### 14. Which law applies?

This contract for insurance is 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.

### 15. What to do to make a complaint

The Insurers aim is to get it right, first time every time. If the Customer has a complaint the Insurer will try to resolve it straight away. If the Insurer is unable to, they will confirm they have received the complaint within five working days and do their best to resolve the problem within four weeks. If the Insurer cannot, they will let the customer know when an answer may be expected.

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

If the Customer has a complaint about the policy terms or the handling of a claim, please call the EE Business Customer Service number or write to:

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EE Insurance Team PO Box 5568 MANCHESTER M61 0TG

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

If the Customer does not refer the complaint in time, the Ombudsman will not have the Insurer's permission to consider the 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.

The Financial Ombudsman Service Exchange Tower London E14 9SR

Website: www.financial-ombudsman.org.uk Telephone: 0800 0234567 or 0300 1239123 Email: complaint.info@financial-ombudsman.org.uk

Using the Insurer's complaints procedure or contacting the FOS does not affect the Customer's legal rights

### 16. Financial Services Compensation Scheme

If the Insurer is unable to meet their liabilities the Customer may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at <u>www.fscs.org.uk</u>, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 7414100.

### 17. Data Protection

The Insurer uses personal information supplied by the Customer 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. The Customer can ask for a paper copy of the Privacy Policy at any time, by contacting the Insurer at <u>dataprotectionoffice.europe@chubb.com</u>

The Customer is advised that any telephone calls made to the Insurer or its service providers may be recorded. The personal data collected in these recordings may be used to monitor the accuracy of information provided by the Customer or the Authorised User. The data may also be used for staff training or to prove that the Insurer's procedures comply with any applicable law.

### 18. Insurer and FCA 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.