

# EE Phone and EE Tablet Care for Large Business



## WELCOME TO EE PHONE AND EE TABLET CARE FOR LARGE BUSINESS

At EE customers are highly valued, which is why EE has put together EE Phone Care and EE Tablet Care for Large Business (EE Phone Care and EE Tablet Care), two packages of benefits for Large Business to protect Mobile Phones, Tablets USB Modems and Dongles supplied by EE, just in case the unexpected happens.

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



## Table of Contents

1.	THE INSURANCE AND WARRANTY .....	3
2.	IMPORTANT INFORMATION .....	3
3.	STATUS DISCLOSURE .....	3
4.	WORDS WITH SPECIAL MEANINGS .....	3
5.	WHAT'S COVERED .....	5
6.	WHAT'S NOT COVERED .....	5
7.	HOW TO MAKE A CLAIM .....	6
8.	CONDITIONS WHEN MAKING A CLAIM .....	7
9.	RECOVERY OF ITEMS CLAIMED FOR .....	8
10.	HOW TO CHANGE THE DEVICE ON COVER .....	8
11.	CAN THE AGREEMENT CHANGE? .....	9
12.	WHAT'S THE COST? .....	9
13.	FRAUD .....	9
14.	WHEN EE PHONE CARE OR EE TABLET CARE ENDS .....	9
15.	CANCELLING PHONE CARE OR TABLET CARE .....	10
16.	WHICH LAW APPLIES? .....	10
17.	WHAT TO DO TO MAKE A COMPLAINT .....	10
18.	FINANCIAL SERVICES COMPENSATION SCHEME .....	10
19.	DATA PROTECTION .....	11
20.	INSURER AND REGULATOR DETAILS .....	11



## 1. The Insurance and Warranty

These are the EE Phone Care and EE Tablet Care terms and conditions and together with the EE Business Agreement, form the Customer's Agreement with EE and the Insurer. In return for the payment of the Monthly Charge, the Insurer will insure the Device for the Period of Cover and EE will provide a warranty for the Device for the Warranty Period under the terms and conditions of this Agreement for an Incident.

Copies of this document are available in Braille, audio and large print on request.

## 2. Important information

- EE Phone Care or EE Tablet Care is only available to Customers contracted to EE under an EE Business Agreement, or in the case of a Public Body, the PSN Services Framework agreement between the Government Procurement Service and EE Limited.
- The EE Business Agreement will confirm whether EE Phone Care or EE Tablet Care is in force
- The Device must be registered to the Customer, supplied by EE and connected to an EE Business Service Plan
- The SIM card for the Customer's EE Business Service Plan must be inserted into the SIM card area of the Device. However, a claim will be considered if the SIM card has been removed temporarily for a legitimate reason.
- The Device may be used by an Authorised User

It is the Customer's responsibility to provide complete and accurate information to EE when the Customer takes out this Agreement and throughout the life of the Agreement. It is important that the Customer ensures all statements the Customer makes over the telephone, on claim forms and other documents are full and accurate. Please note that if the Customer fails to provide complete and accurate information to EE, this could invalidate this Agreement and could mean that part or all of a claim may not be paid.

The Customer should review this cover periodically to ensure that it remains suitable for the Customer's needs.

## 3. Status disclosure

The sale of EE Phone Care and EE Tablet Care by EE Limited is not regulated by the Financial Conduct Authority. The Customer is still entitled to the rights and services provided by the Financial Ombudsman Service and the Financial Services Compensation Scheme (FSCS).

## 4. 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	The EE Business Agreement, these EE Phone Care or EE Tablet Care terms and conditions between the Customer, the Insurer and EE.
Authorised User	A person authorised by the Customer to use the Device.
Customer,	The Business named on the EE Business Agreement; or the public body contracted to EE under the PSN Services Framework Agreement between the Government Procurement Service and EE Limited.
Damage	The sudden and unexpected failure of the Device caused by accidental damage or malicious damage that prevents the Device from meeting its designed function.

# EE Phone and EE Tablet Care for Large Business



Device	<p>The Device (e.g. mobile phone, tablet, USB modem, etc.) listed in the EE Business Agreement and in use on the Customer's EE Business Service Plan, including the Device and where provided: SIM card, charger and battery supplied with the Device in the box.</p> <p>For the purposes of the warranty only, a Device must be less than 36 months old at date of the Incident to benefit from the warranty.</p>
EE	EE Limited.
EE Business Agreement	The agreement between the Customer and EE to provide Devices and services
EE Business Service Plan	A voice or data service provided by EE to the Customer which gives access to EE's communications network. For the purposes of this Agreement this excludes all consumer plans and iPad plans.
Electrical or Mechanical Breakdown	The failure of the Device due to any permanent mechanical or electrical defect requiring replacement or repair before normal operation can be resumed.
Excess	The amount payable by the Customer for each successful claim. Details of the Excess to be paid can be found in the section "Conditions when making a claim".
IMEI Number	International Mobile Equipment Identity number. The serial number that uniquely identifies the Device.
Incident	An event or a series of events which result in Damage to, or the Loss or theft of the Device, resulting in a claim for repair or replacement.
Insurer	Chubb European Group SE
Loss, Lost	The disappearance of the Device in circumstances that do not involve theft and the Customer is unable to recover it.
Monthly Charge	The amount shown in the EE Business Agreement.
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 EE Phone Care or EE Tablet Care ends".
Start Date	The date the EE Business Agreement is signed by EE and the Customer.
Theft / Stolen	The device being unlawfully taken from an Authorised User or anyone using or storing the Device with permission from the Authorised User.



Unauthorised Use	Any usage (i.e. calls, downloads, text messages) of the Device by another person made following the theft or Loss of the Device.
United Kingdom/UK	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
Warranty Period	A period of not more than 36 months from the Start Date.

## 5. What's covered

The Insurer will provide worldwide cover for the Customer for the repair or replacement of the Device during the Period of Cover if it is:

Lost	The disappearance of the Device in circumstances that do not involve theft and the Customer is unable to recover it
Stolen	The device being unlawfully taken from an Authorised User or anyone using or storing the Device with permission from the Authorised User.
Damaged	The sudden and unexpected failure of the Device caused by accidental damage or malicious damage that prevents the Device from meeting its designed function.

EE will repair or replace the Device if it suffers from an Electrical or Mechanical Breakdown, during the Warranty Period. Cover applies anywhere in the world. This excludes Devices manufactured by Apple Inc that suffer an Electrical or Mechanical breakdown during the period they are covered by the manufacturer's warranty.

The Warranty Period will not be re-started if EE replace the Device. The 36 months will continue to run from the date Care first came into force.

## 6. What's not covered

The Customer will not be covered for:

1. Loss, theft or Damage as a result of the Device being used by someone else other than an Authorised User or anyone using or storing the Device with the permission of an Authorised User.
2. Any costs arising from Unauthorised Use of the Device after it has been Lost or Stolen.
3. Any claim where the EE SIM card registered under this Agreement was not inserted into the SIM card holder in the Device at the time of the Incident. This exclusion will not apply where the Authorised User has removed the SIM card temporarily for a legitimate reason.
4. The Excess for each successful claim that the Customer makes.
5. Any Device not registered with an EE Business Service Plan at the time of the Incident.
6. Deliberate Damage to the Device by an Authorised User.
7. Loss, theft or Damage to any accessories or other devices which are not defined as a repair or replacement of



the Customer's Device if it suffers from Electrical or Mechanical Breakdown, Device (see "words with special meaning").

8. Theft, where the Device is knowingly left on display and outside the view of an Authorised User or anyone using or storing the Device with the permission of the Authorised User.
9. Theft where the 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.
10. Any claim where the Customer is unable to provide proof of purchase of the Device from EE.
11. Any Incident involving theft that results in a claim for the Device and the Customer does not report it to the Police and obtain a valid crime reference number. .
12. 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.
13. Electrical Breakdown of a Device caused by a removable battery that is older than 6 months.
14. Wear and tear, rusting or other deterioration due to normal use or exposure or climatic conditions, or where the Customer has failed to follow the manufacturer's instructions for the Device.
15. The loss of any software or data installed on the Device, such as telephone numbers, ringtones, music, pictures, applications or videos, or Damage caused as a result of a virus, or Damage caused by the installation of software or applications, or any costs incurred by the Customer during reinstallation.
16. Malfunction caused by any servicing, inspection, maintenance, dismantling or cleaning of the Device, or where repairs have been carried out by persons not authorised by EE or the Insurer.
17. Cosmetic damage whether internal or external unless it impairs usage of the Device.
18. Any costs suffered by the Customer as a result of not being able to use the Device, or any costs other than the repair or replacement cost of the Customer's Lost, stolen or Damaged Device.
19. Any claim relating to the confiscation or detention of the Device by any Government body or recognised authority, including but not limited to the Police or HM Revenue & Customs.
20. Any labour or other charges incurred where a fault cannot be found with the Device.
21. Any costs or Damage caused to the Device by war, invasion, riot or civil unrest, revolution or any similar event.
22. Any claim where at the time of the claim the Customer's EE Business Agreement with EE is not paid up to date.

## 7. How to make a claim

Follow the step by step instructions below to report a claim and read section 8 "Conditions when making a claim":

Search	Where possible, make contact with the owner or management of the last known location of the Device to see if it has been handed in as lost property.
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Report	<p>Report an incident of Theft to the police (or local police if outside of the UK at the time of the incident) as soon as possible and obtain a crime reference number and details of the police station.</p> <p>We encourage the Customer to report the theft within 30 days.</p>
Protect	<p>If the Device has the functionality, activate the Device location feature to assist in the retrieval of the Device. This may also enable use of the lock and wipe feature to lock and wipe data stored on the Device.</p>
Register	<p>Register the claim with EE as soon as possible by calling the customer service number. EE encourage the Customer to report the claim within 30 days to reduce the time the Authorised User is without the Device.</p> <p><b>Don't forget: Report the Loss or Theft of the Device to EE as soon as possible to limit Unauthorised Use as this is not covered under this Agreement.</b></p> <p>To help us deal with your claim as quickly as possible please have the following information to hand when you call:</p> <ul style="list-style-type: none"> <li>• IMEI Number</li> <li>• The make and model of your Device</li> <li>• Crime reference number and the name of the police station it was reported to (as applicable)</li> <li>• Time and date of the incident</li> </ul>

## 8. Conditions when making a claim

EE may ask for documentation to support the claim including, but not limited to, proof of purchase and evidence of forced entry (where appropriate). If the Customer does not provide the documentation requested, EE may decline the claim.

An Excess will be charged for each successful claim the Customer makes. The amount will depend on the cost of the Customer's monthly EE Phone Care or EE Tablet Care:

Price banding	Phone Care Monthly Charge (per device)	Excess Value
Band 1	£4.80	£15
Band 2	£6.40	£25
Band 3	£8.00	£25
Band 4	£11.20	£50
Price banding	Tablet Care Monthly Charge (per device)	Excess Value
Band 5	£12.00	£50

The Monthly Charge shown above may be subject to further discount, details of which will be shown in the EE Business Agreement.

Where applicable, the Excess will either be added as a charge to the Customer's next month's bill or taken by card payment when the Customer makes the claim. EE will advise the Customer of the method of payment at the time of claim.

If the Device is Lost, stolen or Damaged abroad, the replacement will only be sent to an address within the United



Kingdom. Certain Devices will only be sent to the billing address. EE will confirm this with the Customer at the time of the claim.

This Agreement includes the cost of delivering a replacement to the Customer or an Authorised User. However, it does not include the cost of failed deliveries, for example, where delivery is aborted because:

- The Customer or the Authorised User is not available to accept the replacement at a pre-agreed time and place; or
- The Customer fails to notify EE that the Device reported Lost or stolen has been recovered.

EE also reserves the right to charge the Customer for subsequent deliveries.

If the Customer makes a claim that EE thinks may be dishonest, EE will refuse to settle it. If EE settles the claim but later discovers it to be dishonest, EE will take action to recover the costs of dealing with the claim including the cost of the replacement Device.

If the Customer receives a replacement because the Device is considered to be beyond economic repair, the Insurer may take possession of the original Device. At EE's discretion EE may, on behalf of the Insurer, request to examine the Damaged Device before a replacement is issued. If the Customer receives a replacement Device as a result of a Damage claim the Damaged Device must be returned to EE.

As the Insurer's claim handling agents, all repairs to or replacement of the Device will be at EE's discretion. If the Device is Damaged EE will, at EE's option, repair the Damage or replace the Device on behalf of the Insurer. The Device will remain the Customer's responsibility until EE has received it. If the Device is lost during delivery to EE, then the Customer will still be liable for the cost of the Device. EE recommends that the Customer send the Device by secure means.

Any replacement will, wherever possible, be of the same or similar specification as the original Device, but may be an alternative operating system, make or model. This decision will be made at EE's discretion but EE will always discuss the alternative device with the Customer. The replacement will be from refurbished stock that has been tested and is fully functional.

Where only part(s) of the Device have been Damaged, Lost or stolen, EE reserve the right to only replace the Damaged, Lost or stolen part(s). There is no entitlement to have the claim settled by payment of money.

## 9. Recovery of items claimed for

If the Customer successfully claims for Loss or theft of a Device and the Customer subsequently recovers the Device, the Customer must return it to EE.

If EE discovers that the Customer is in possession of the Device and the Customer has not attempted to return it to EE, EE will make attempts to recover it from the Customer on behalf of the Insurer.

## 10. How to change the Device on cover

If the Customer purchases a new Device and want to transfer cover, please contact EE immediately on the Customer Service Number below:

	Type of customer	From a mobile phone Device	From any other phone
EE	Business services	158	07973 100 158

The Customer can change the Device registered under Care if the Customer upgrades or changes the Device. Please contact EE immediately on the Customer Services number if the Customer wishes to do this, otherwise the Device may not be covered. The new Device must have been provided by EE.

The EE Business Agreement shows whether EE Phone Care and/or EE Tablet applies and details the number and type of Devices covered.





**It is the Customer's responsibility to ensure that this Agreement continues to meet the Customer's needs.**

## 11. Can the Agreement change?

The Insurer can review and change the Monthly Charge or change the terms and conditions of the insurance cover by giving the Customer at least 30 days' notice in writing to the Customer's last known address, via a bill message, through the Customer's online account or via the Customer's email address that the Customer provided to EE. EE can change the terms and conditions of the warranty giving the Customer at least 30 days' notice in writing to the Customer's last known address, via a bill message, through the Customer's online account or via the email address that the Customer provided to EE. The Customer will have the right to refuse any such changes and cancel Care if the Customer wishes.

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

## 12. What's the cost?

The price will depend on the make, model and type of the Device. The Customer Account Team will confirm the Monthly Charge of EE Phone Care or EE Tablet Care at the time of the sale and it will be detailed on the EE Business Agreement. The cost includes any taxes or additional charges which may apply.

The Customer's first payment will cover the period from the Start Date to the Customer's first bill date.

EE Phone Care and EE Tablet Care are subject to a minimum period of three months. If the Customer cancels the policy during this term the Customer will need to pay any outstanding monthly charges due for the remainder of this period.

After the minimum three month term, EE Phone Care and EE Tablet Care will continue for up to a maximum of 57 months or until the earliest of one of the events listed in section 14 "When EE Phone Care or EE Tablet Care ends" wanted.

## 13. Fraud

If the Customer or anyone acting on the Customer's 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 the Customer will forfeit all rights under EE Phone or EE Tablet Care and all cover will cease. In such circumstances, the Insurer retains the right to keep any Monthly Charges paid and to recover any sums paid by way of benefit under Care. EE may also share the Customer's information with fraud prevention agencies to help combat fraud. EE also reserves the right to withdraw any services or agreements that the Customer may hold with them.

If EE receives a claim under Care EE will access data from other insurers and other financial businesses. EE may ask the Customer 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 EE verify claims and to guard against fraud. If the Customer or the Authorised User gives such consent the Customer 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 the Customer 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. EE will not normally release information or material about the Authorised User to the Customer without their consent.

## 14. When EE Phone Care or EE Tablet Care ends

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

- The Customer no longer has an EE Business Agreement or Business Service Plan with EE;
- The Customer no longer owns the Device or disconnects it from the EE network;
- The Customer, EE or the Insurer cancels the Agreement;
- At the end of the 60th month after the Start Date shown on the EE Business Agreement.
- If the Customer switches from a Business Service Plan to a Consumer service plan



- The Customer fails to pay the Monthly Charge for Care and they have become overdue

## 15. Cancelling Phone Care or Tablet Care

### Customers' right to cancel

EE Phone Care and EE Tablet Care are subject to a minimum period of three months. If the Customer cancels the agreement during this period the Customer will need to pay any outstanding charges due for the remainder of this period.

After the initial three month period EE Phone Care and EE Tablet Care can be cancelled at any time. No refund of the Monthly Charge will be made.

To cancel EE Phone Care or EE Tablet Care the Customer shall call the Customer Service Number or write to EE at: EE Insurance Team PO Box 5568 MANCHESTER M61 0TG quoting the Device number shown on the EE Business Agreement.

### EE and the Insurers right to cancel

EE and the Insurer may cancel the Customer's Agreement by providing the Customer with 30 days notice by sending a registered letter to the Customer at the Customer's last known address or an email to the email address the Customer have provided to EE.

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

Cancellation by EE or the Insurer due to Fraud may result in the Customer's other insurance and warranty products being terminated with immediate effect.

## 16. 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.

## 17. What to do to make a complaint

EE (and EE's Insurers and administrators) aim to get it right, first time, every time. If a mistake is made EE will try to put it right as soon as possible. If the Customer wishes to make a complaint, please call EE on the Customer Service Number or alternatively the Customer can write to: EE Insurance Team, PO Box 5568, Manchester, M61 0TG. EE will acknowledge receipt of the Customer's complaint within five working days or sooner, and aim to resolve the problem within four weeks. If this is not possible, EE will let the Customer know when an answer may be expected.

If EE has not sorted out the situation within eight weeks, EE will provide the Customer with information about the Financial Ombudsman Service.

Using the Insurer's complaints procedure or referral to the Financial Ombudsman Service does not affect the Customer's legal rights.

## 18. 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 [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100.



## 19. 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: [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com).

The Customer is advised that any telephone calls made to EE may be recorded. These recordings may be used to monitor the accuracy of information provided by the Customer and EE's staff. They may also be used to allow additional training to be provided to staff or to prove that EE's procedures comply with legal requirements.

## 20. Insurer and Regulator details

Chubb European Group SE 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. The warranty element of this Agreement is not insurance and is provided by **EE Limited**: Registered in England No 02382161. Registered office: Trident Place, Mosquito Way, Hatfield, Hertfordshire AL10 9BW.