



vodafone

PhoneInsure

**Broad protection for
your mobile.**

Wherever you are, we'll make sure
you can still stay in touch if your
mobile gets accidentally lost, stolen
or damaged.



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Protecting Your Mobile

These days, you can't afford to be without your mobile. But could you afford to replace or repair it if you lose or damage it?

Fortunately, PhoneInsure is a monthly renewable insurance policy that offers broad protection and provides cover in the event of damage, theft, or loss of your mobile in New Zealand and also when you have taken your mobile temporarily overseas whilst travelling.

The following summary must be read together with terms and conditions set out on pages 10–21 of this booklet. Please read the terms and conditions carefully to see the details of what is and what is not covered under PhoneInsure insurance, including the full list of exclusions and conditions, and ensure that you keep this document in a safe place for future reference. It is the PhoneInsure Policy Terms and Conditions set out at pages 10–21 that govern cover, not what is set out in this summary.

What are you covered for?

Please remember that the summary of cover must be read together with terms and conditions set out on pages 10–21 of this booklet. It is the Vodafone PhoneInsure Policy Terms and Conditions that govern cover.

Significant benefits

PhoneInsure will help protect you in the event of:

- Loss, theft, accidental or malicious damage (except by you or someone acting with your knowledge, consent or involvement) of your mobile by repair or replacement up to the value of \$1500.
- Loss, theft or damage of accessories that you've purchased from Vodafone and use with your mobile by repair or replacement up to the value of \$150.
- Unauthorised usage – by reimbursement of up to a maximum of \$1000 for unauthorised usage incurred on your mobile if it is lost or stolen.

Other important benefits include:

- Cover whilst you're temporarily travelling overseas – anywhere in the world – that's worldwide cover!
- If your mobile sustains damage, we will, at our option firstly attempt to repair your mobile with new or refurbished parts if it is economically viable for us to do so.
- If your mobile sustains damage, where your mobile is not repaired we will, at our option, either:
 - Replace your mobile with a refurbished mobile of similar specification if available, or
 - Where a refurbished mobile is not available, replace your mobile with a new mobile of similar specification.
- If your mobile is lost or stolen we will, at our option:
 - Replace your mobile with a refurbished mobile of similar specification if available, or
 - Where a refurbished mobile is not available, replace your mobile with a new mobile of similar specification.
- Different excesses apply based on:
 - Whether we choose to repair or replace your mobile with a refurbished or new mobile;
 - The initial commencement date of your policy; and
 - Whether there have been any other claims in the preceding 12 months.

Please refer to page 10 of this booklet for further details.

What's excluded?

Certain loss, theft or damage will not be covered and some of the exclusions are:

- Wear and tear, gradual deterioration or developing flaws
- When your mobile and/or accessories are covered under manufacturer, distributor or supplier warranty
- Failure or malfunction of your mobile in the absence of damage (manufacturing default)
- Any loss, theft or damage intended by you or someone acting with your knowledge, consent or participation
- Any loss, theft or damage caused by your negligence
- When your mobile is left in any unlocked vehicle or visible in any vehicle

- Damage resulting from fire
- When your mobile and/or accessories are not on you and are exposed to loss, theft or damage by failing to take reasonable efforts to guard against such loss, theft or damage
- If you have not paid your premium

A full list of exclusions are set out in the Policy Terms and Conditions detailed on pages 13–15 of this booklet.

Looking after your mobile

A manufacturer's warranty helps protect you from faults in your mobile caused by design, material or workmanship. Your insurance policy is designed to provide cover for other events including certain types of damage. However, you're not covered for everything, which is why it's really important to look after your mobile.

Keep your mobile away from liquid and moisture

Getting your mobile wet or moist could cause a short circuit and break it. Where such damage results from dampness of atmosphere for example, high humidity, steam or condensation it is not covered by this policy. This insurance policy requires you to take reasonable efforts to guard against all damage so you should take care to keep your mobile safe from moisture and liquids.

Your mobile is fragile – treat it with care

This insurance does not cover damage to your mobile which you may have caused – this includes normal wear and tear or general misuse. It might sound obvious, but if you take care of your mobile, it should last well.

Things you need to know

Q: Can I purchase the insurance for any mobile at any time?

A: No. You can only purchase this insurance if you are an On Account contract customer and in the following circumstances:

- You purchase the insurance at the same time you purchase your mobile; or
- You have purchased your mobile from an authorised Vodafone store or Vodafone's online store or as part of a mobile upgrade from Vodafone and it has been less than 30 days since you have purchased your mobile or received the mobile upgrade from Vodafone; or
- You receive a personalised marketing offer from Vodafone offering you the insurance.

Note: This insurance cover is available to On Account contract customers only and:

- Is not available to Prepay customers or to customers using any mobile used in connection with prepay SIM cards at the time of the loss, theft or damage.
- Only applies to a single mobile and the accessories used with that mobile.
- Is not available to you to cover a mobile you purchase from any other mobile provider, supplier or manufacturer other than Vodafone itself.
- Is not available to you to cover mobile accessories you purchase from any other mobile provider, supplier or manufacturer other than Vodafone itself.

Q: What if I change my mind?

A: You can cancel your policy at any time by giving Vodafone written notice.

Q: Can my policy be cancelled by ACE (or on their behalf)?

A: Yes. Your policy may be cancelled by ACE, or on their behalf by the PhoneInsure team, by giving you 30 days written notice.

Your insurance cover will also terminate on the date:

- The On Account contract for your mobile is terminated for any reason; or

- You sell or pass your right, title or interest in the mobile to some other person.

Q: How do I contact ACE, Marsh or Vodafone?

A: If you need to contact ACE, Marsh or Vodafone, have any questions or would like any further information regarding this policy, refer to the "Information about ACE Insurance Limited, Marsh Limited and Vodafone New Zealand Limited" section of this booklet on page 10.

Q: What if I need to make a complaint?

A: If you are not satisfied with any part of the product or service we provide you we would like the opportunity to set things right. Please refer to the "Complaints and resolving disputes" section of this booklet on pages 19–20 for more information about what to do if you have a complaint.

Q: Will I be advised when there are changes to my policy?

A: Yes. We may change or update the terms and conditions of your policy from time to time (including the amount of premium payable). If we make any such changes, we will give you no less than 30 days' prior written notice (either via a message on your monthly Vodafone invoice or by separate letter to the address last advised to us).

Q: How do I get a temporary rental mobile if my mobile is lost, stolen or damaged while I am overseas?

A: If your mobile is lost, stolen or damaged and you require a temporary rental mobile, ensure you retain necessary receipts for the rental provided. On return to New Zealand, a claim must be lodged with the PhoneInsure team on 0800 505 021. Your rental receipts will need to be provided as part of your claim lodgement.

Upon approval of your claim for a replacement mobile a reimbursement for the temporary rental costs will be made to your Vodafone account.

Q: What is a refurbished mobile?

A: A refurbished mobile means a mobile that has been returned to the manufacturer and then inspected, tested and restored to full working condition. It is made up of new parts or parts equivalent to new in performance and reliability. Refurbished mobiles go through the same rigorous testing as new mobiles do, so you can have confidence that all refurbished mobiles are equivalent to new mobiles in performance and reliability.

6 tips to help keep your mobile safe:

1. **Record the IMEI number** – every mobile has an IMEI which is a unique 15 digit serial number. It's usually behind the battery or you can find out what it is by pressing *#06# and it will appear on your screen. As a PhoneInsure customer if you can tell us this number we can stop the mobile being used on the Vodafone network, even with a new SIM card.
2. **Set up and use your mobile security lock code or PIN** – You can set up a PIN to stop anyone else using your mobile and making unauthorised calls (the mobile freezes after three wrong attempts). Your mobile comes with the preset PIN 1234# which you need to change to something private.
3. **Label your mobile** – mark your mobile and battery or data card with something to identify it as yours. If they're easy to identify they're less desirable to someone else.
4. **Be aware of snatchers** – always be aware of your surroundings when using your mobile in a public place.
5. **Don't tempt thieves:**
 - When out and about, keep your mobile on you rather than in a handbag or jacket placed somewhere else.
 - If you leave your mobile in your car, keep the car locked and the mobile out of sight.
 - Even in places familiar to you, such as your workplace, keep your mobile with you or in a secure place out of sight.
 - Don't take your mobile with you when you are swimming at the beach or in a pool. Leave your mobile at home or locked and out of sight in your car.
6. **Prevent liquid damage** – your mobile is sensitive to moisture so don't:
 - Use it in damp or wet atmospheres
 - Hold it against your ear if you have wet hair
 - Have it close to your body when you exercise
 - Leave it somewhere like a windowsill where there are big temperature changes and condensation
 - Take it with you swimming

Remember a mobile is worth a lot of money to a thief. Would you leave \$1,000 unattended when you go out?

What is the cost and cover limit?

Monthly premium

(payable 1 month in advance and debited to your monthly Vodafone account) \$11.44

Limit of liability

Mobile: Up to \$1,500

Accessories: Up to \$150

Unauthorised usage

Up to \$1,000

Worldwide cover

If you have set up roaming on your mobile prior to travelling.

Excess

For policies that commenced before 5 December 2011:

First claim within 12 month period: \$125

Second claim within 12 month period: \$175

Third claim within 12 month period: \$250

Fourth or subsequent claim: no cover

If you have a standard handset and we choose to repair or offer a refurbished mobile as a replacement, the lower excess fee of \$70 will apply.

For policies that commenced on or after 5 December 2011:

Standard handset:

We may, at our option, provide either of the following:

Repair/refurbished mobile: \$70

New mobile:

First claim: \$125

Second claim within 12 months: \$175

Third claim within 12 months: \$250

Fourth or subsequent claim: no cover

Smartphone:

We may, at our option, provide either of the following:

Repair/refurbished mobile: \$125

New mobile:

First claim: \$200

Second claim within 12 months: \$250

Third claim within 12 months: \$325

Fourth or subsequent claim: no cover

Claim limit

Up to three valid claims within any 12 month period.

What to do if you need us

If your mobile is...

Stolen or lost

Step 1 – Block it: Call Vodafone Customer Services on 0800 800 021, within 48 hours, to block your mobile and bar your SIM card.

Step 2 – Report it: You must report it to the police within 48 hours. Obtain a police report reference number to use with your claim.

Step 3 – Claim it: Lodge your claim online at vodafone.co.nz/phoneinsure or call the PhoneInsure team on 0800 505 021, within 48 hours, to initiate your claim.

Maliciously damaged

Step 1 – Report it: You must report it to the police within 48 hours. Obtain a police report reference number to use with your claim.

Step 2 – Claim it: Lodge your claim online at vodafone.co.nz/phoneinsure or call the PhoneInsure team on 0800 505 021, within 48 hours, to initiate your claim.

Accidentally damaged

Claim it: Lodge Your claim online at vodafone.co.nz/phoneinsure or call the PhoneInsure team on 0800 505 021, within 48 hours, to initiate your claim.

Temporary mobile rental overseas

Claim it: Call PhoneInsure on 0800 505 021 (a receipt will be required).

Note:

- You must pay an excess for each claim.
- We will not pay more than three approved claims on a policy in any 12 month period.
- Before delivering a damaged handset to your local Vodafone store for assessment, please remove the SIM and memory cards and any other data, otherwise they may be lost.
- You may be asked to provide additional information in support of Your claim including a crime reference number or police report or an itemised airtime account identifying unauthorised usage.

Note: All figures listed above are inclusive of GST.

Vodafone PhoneInsure Policy Terms and Conditions

This section sets out the terms and conditions of Your insurance so it is important You keep it in a safe place together with the On Account Contract provided to You by Vodafone. The terms and conditions, together with the welcome letter We provide You that confirms that cover is in place, govern the legal agreement between You and Us and is the basis under which claims are paid.

No Financial Advice

Nothing in this document and accompanying documents should be taken to constitute personalised financial advice and, in particular, does not take into account Your individual objectives, financial situation or needs. Because of that, You should consider the appropriateness of this product with regard to Your objectives, financial situation and needs. You need to decide if the limits, type and level of cover are appropriate for You and will cover Your potential loss. Vodafone and Marsh cannot provide You with recommendations or guidance on whether You should take out PhoneInsure.

Information about ACE Insurance Limited, Marsh Limited and Vodafone New Zealand Limited

ACE Insurance Limited (Company No. 104656, Financial Services Provider No. 35924) is the insurer of this product, "**PhoneInsure**". In this document, "We", "Us", "Our" means ACE Insurance Limited. Our contact details are:

Head office: CU1-3, Shed 24, Princes Wharf, Auckland 1010

Postal address: PO Box 734, Shortland Street, Auckland 1140

Telephone: +64 9 377 1459

Facsimile: +64 9 303 1909

Website: www.aceinsurance.co.nz

Vodafone New Zealand Limited (Company No. 927212) acts under a binding authority from Us, which permits Vodafone to arrange for Customers to apply for, vary or dispose of PhoneInsure on Our behalf. This means that in issuing the insurance, Vodafone acts on Our behalf, not Yours. Vodafone's contact details are:

Head office: 20 Viaduct Harbour Avenue, Auckland 1010

Postal address: Private Bag 92161, Auckland 1140

Telephone: 0800 800 021 (from a landline) or 777 from Your Mobile

Website: www.vodafone.co.nz

Marsh Limited (Company No. 15733, Financial Services Provider No. 22364) has been appointed by Us as Our agent to manage, administer and settle claims made under PhoneInsure on Our behalf. This means that Marsh makes decisions about claims on Our behalf. These services are managed by the PhoneInsure Team which is part of Marsh. Marsh's contact details are:

Head office: 151 Queen Street, Auckland 1010

Postal address: PO Box 2221, Auckland CBD 1140

Telephone: +64 9 379 6640

Website: www.marsh.co.nz

The contact details for PhoneInsure are:

Telephone: 0800 505 021

Email: phoneinsure.nz@marsh.com

Definitions

1. "**Accessory**" means associated equipment used in connection with Your Mobile including, but not limited to, battery chargers and memory cards but excludes car kits. "Accessories" has the corresponding meaning.
2. "**Accident**" means a known and identifiable but unintended sudden and unforeseen event. "Accidental" has the corresponding meaning.
3. "**Accidental Damage**" means physical damage or destruction of the Mobile caused by an Accident.
4. "**Customer**", "**You**", "**Your**" means the customer of Vodafone registered on the Vodafone Network and includes any adult authorised by that customer to use the Mobile.
5. "**Damage**" means Accidental Damage and/or malicious damage or destruction.
6. "**Loss**" means the sudden and unforeseen physical loss of the Mobile. "Lost" has the corresponding meaning.
7. "**Marsh**" means Marsh Limited (Company No. 15733; Financial Services Provider No. 22364).
8. "**Mobile**" means the Standard Handset or Smartphone, which:
 - is registered and approved for use on Vodafone's Network; and
 - is used by You in connection with Your On Account Contract; and
 - is used with Your SIM card at the time the event giving rise to any claim occurred (as determined by Vodafone's records which capture the IMEI [International Mobile Equipment Identity number] of the Mobile through Your SIM card); and
 - has not been modified or repaired, other than by an authorised Vodafone repairer; and
 - is not a tablet or net book.
9. "**Month**" means the period of Your billing cycle applicable to Your On Account Contract.
10. "**On Account Contract**" means the contract entered into between You and Vodafone pursuant to which Your Mobile gains supply of mobile airtime and any related services on the Vodafone Network.
11. "**Period of Insurance**" means the period commencing from the date of purchase of this insurance policy on which You accept these terms and conditions and continues up to and including the day before Your billing cycle of Your On Account Contract.
12. "**PhoneInsure Team**" means the dedicated PhoneInsure team at Marsh.
13. "**Prepay Customers**" means Vodafone customers who pay-as-they-go for mobile airtime, and who have not entered into an On Account Contract with Vodafone.
14. "**Refurbished Mobile**" means a Mobile that has been returned to the manufacturer and then inspected, tested, and restored to full working condition.
15. "**Standard Handset**" means any Mobile which is not a Smartphone.
16. "**Smartphone**" is defined by an up-to-date list of current smartphone handset models, which can be found under "Important things to know" section on the Vodafone website - www.vodafone.co.nz/phoneinsure
17. "**Theft**" or "**Stolen**" means the illegal taking of possession of the Mobile with the intention of permanently depriving the Customer of that Mobile.
18. "**Unattended**" means a situation where You do not have possession or control over the Mobile and, where, as a result, the Mobile is exposed to and not reasonably protected from Loss, Theft or Damage.

19. **"Unauthorised Usage"** means charges for TXT, calls or data incurred by You as a direct result of Loss or Theft of Your Mobile.
20. **"Vodafone"** means Vodafone New Zealand Limited (Company No. 927212).
21. **"We", "Us", "Our", "Ours"** means ACE Insurance Limited (Company No. 104656; Financial Services Provider No. 35924).

Effective Date and Renewal

This insurance is effective from the time of purchase of this policy, and continues up to and including the day before Your billing cycle of Your On Account Contract. The monthly premiums which apply will be included on Your monthly Vodafone invoice. When You pay Vodafone the premium, We will provide You with insurance cover subject to the terms, conditions and exclusions set out in this policy document and any notified amendments and subject to payment of the required premium.

This insurance may be renewed for further consecutive monthly periods upon payment of the premium, unless We notify You otherwise. Each Vodafone PhoneInsure account, which includes a monthly insurance charge, is deemed to be an offer of renewal for a further monthly period and Your payment of each such account accordingly confirms Your acceptance of the renewal offer.

Insuring Clauses

We agree to provide Mobile insurance protection under this policy subject to the terms, conditions and exclusions set out below and subject to payment of the required premium.

Clause 1: Loss, Theft or Damage

We will indemnify You against the cost of repairing or replacing Your Mobile or Accessory used with that Mobile which has sustained Loss, Theft or Damage not otherwise excluded under this policy, and which occurred during the Period of Insurance where the premium has been paid but only up to the limit of \$1,500 for Mobiles and up to the limit of \$150 for Accessories and provided that the Loss, Theft or Damage has been reported by You to Vodafone within forty eight (48) hours of You becoming aware of such Loss or Theft.

Clause 2: Unauthorised Usage

We will indemnify You against the cost of Unauthorised Usage incurred as a result of Loss or Theft of Your Mobile covered under Insuring Clause 1 of this policy, by way of credit to Your monthly Vodafone PhoneInsure account but only up to the limit of \$1,000 and provided that the Loss or Theft has been reported by You to Vodafone within forty eight (48) hours of You becoming aware of such Loss or Theft.

Clause 3: Overseas Temporary Rental

We will indemnify You against the cost of temporary rental charges, by way of credit to Your monthly Vodafone PhoneInsure account but only up to the limit of \$500, for a replacement mobile under Insuring Clause 1 of this policy, as a result of Loss, Theft or Damage of Your Mobile outside New Zealand only for a period of up to fourteen (14) days.

Exclusions

1. We will not be liable under this policy for the amount referred to in this policy as the excess payable by You in respect of Your Mobile or Accessories.

Before any valid claim is settled You must pay an excess in respect of each claim lodged under this policy. Different excesses apply based on whether We choose to repair Your Mobile or replace Your Mobile with a refurbished or new Mobile.

Note: excess charges include GST.

The following excesses apply to all PhoneInsure policies that commence:

- (i) BEFORE 5 December 2011 for all Mobiles*:

First claim:	\$125
Second claim within 12 months:	\$175
Third claim within 12 months:	\$250

The above excess amounts apply irrespective of whether Your Mobile is Repaired or Refurbished or We replace it with a new Mobile.

*However, if you have a standard handset and we choose to repair or offer a refurbished mobile as a replacement, the lower excess fee of \$70 will apply for the first claim.

- (ii) ON or AFTER 5 December 2011:

A. Standard Handset:

Repair or Refurbished Mobile: \$70

New Mobile:

First claim:	\$125
Second claim within 12 months:	\$175
Third claim within 12 months:	\$250

B. Smartphone:

Repair or Refurbished Mobile: \$125

New Mobile:

First claim:	\$200
Second claim within 12 months:	\$250
Third claim within 12 months:	\$325

In respect of all claims in connection with Your Mobile and Accessories, each 12 month period shall commence on the first successful claim made and shall start again on the anniversary of that first claim.

2. We will not be liable under this policy for claims in respect of Your Mobile or Accessories that exceed the limitations below.
 - (i) We will not meet more than three (3) valid claims within any 12 month period.
 - (ii) We will not supply any replacement:
 - a) Mobiles which Vodafone retails for more than \$1,500;
 - b) Accessories which Vodafone retails for more than \$150.

3. We do not provide You with any insurance cover:
- (i) For devices other than Mobiles, Tablets and Net books are excluded.
 - (ii) In respect of any Loss, Theft or Damage caused by or arising from any intentional act or omission by You or anyone acting on Your behalf.
 - (iii) In respect of any Loss, Theft or Damage caused by or arising from fire.
 - (iv) If the Mobile is left Unattended whether out of Your sight or not, in any public place or a place to which persons not authorised to use the Mobile have regular access (including and not limited to Your workplace).
 - (v) If the Mobile is left Unattended in any property, place or premises. This includes and is not limited to any aircraft or water borne vessel.
 - (vi) In respect of manufacturing faults, wear and tear, gradual deterioration, slowly developing flaws, corrosion or latent defect, or damage caused by dampness of the atmosphere or by normal variations in atmospheric temperature;
 - (vii) If You do not take all reasonable precautions to prevent the Theft of, Accidental Loss of, or Damage to the Mobile;
 - (viii) In respect of Accidental Loss or Damage where You can claim it from any manufacturer or supplier;
 - (ix) In respect of Damage due to:
 - a) The failure to follow the manufacturer's instructions;
 - b) The use of accessories or software not approved by the manufacturer;
 - c) Incorrect connections of signal leads or application of incorrect electrical supply, power surge or fluctuation; or
 - d) A virus. For the purpose of this exclusion, a virus includes Trojan horses, worms, logic bombs or any other program or software which prevents any Mobile operating system software or content download working properly in any way.
 - (x) In respect of the Theft of an Unattended Mobile from any premises where You do not take all reasonable precautions to prevent the Theft;
 - (xi) Any Loss where the Mobile has been left behind in an unknown location or You have forgotten its whereabouts;
 - (xii) In respect of the Theft of the Mobile where it is left in an Unattended motor vehicle unless the Mobile is kept out of sight and the vehicle is locked and any other protection system of the vehicle is in operation;
 - (xiii) If the Mobile is used in connection with a pre paid SIM card at the time of the accidental Loss, Theft or Damage;
 - (xiv) For the replacement of or repairs to the Mobile or unauthorised modifications resulting from anything other than Damage, Theft or Loss, or
 - (xv) In respect of any content that You had uploaded or downloaded onto the Mobile e.g. music tracks, videos, ringtones, applications, or in respect of other data stored on the Mobile; where the Mobile is damaged by or its functionality impaired by any content You upload or download to the Mobile.

- (xvi) The Loss, or Damage is caused by, or contributed by:
 - a) War, terrorist acts, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition, or destruction of, or damage to property by or under the order of any government, public, or local authority, or looting, sacking, or pillage following any of the above; or
 - b) Nuclear weapons material or ionising radiation, contamination, radioactivity from any nuclear fuel or nuclear waste, or from the combustion of nuclear matter.
- (xvii) For the cost of:
 - a) Repairs, refurbishment or replacement required due to fair wear and tear including, but not limited to, scratching, marking, chipping or cosmetic damage of any kind to appearance of the Mobile;
 - b) Any call charges incurred on temporary rental equipment;
 - c) Any data, software or games stored on the Mobile, SIM card, memory card, or any other storage device or media used with the Mobile.

General Conditions

1. You must pay the premium to Vodafone or otherwise as instructed by Us monthly. If you fail to do so, Your cover will lapse. The processing of any claim from You will be subject to Your premium payments being up to date.
2. You must take all reasonable precautions to protect the Mobile from Loss, Theft and Damage and shall maintain the Mobile in a proper state of repair.
3. You agree that to assess claims Vodafone may give Us and the Phonelnsure Team access to any relevant information they collect or hold about You or any Mobile.
4. If We honour a claim by supplying a replacement Mobile, once You have broken the security seal of the packaging, (if applicable), or activated and used that Mobile for any data, TXT, PXT or voice transmissions, the Mobile cannot be returned.
5. Change in ownership of Mobile upon Settlement of claim.
Where any claim under this policy results in You receiving a replacement Mobile or Accessory, You agree that all rights, title and ownership of the claimed Mobile or Accessory will pass to Us. You agree that You will have no further rights or interest in the Mobile or Accessory in respect of which the claim was made.
6. To prevent claims being made unfairly, We reserve the right not to honour any claim:
 - (i) In respect of a Lost, Damaged or Stolen Mobile where Vodafone's records show that the Mobile did not make or receive a voice, TXT, PXT or data transmission at any time after coverage commenced; or
 - (ii) If You do not notify to the Phonelnsure Team within 30 days of the later of either:
 - a) The date the Mobile was Lost, Damaged or Stolen, or
 - b) The last date that Vodafone's records show that the Mobile made any data, TXT, PXT or voice transmissions.

However, (7ii) will only apply if Your delay in notification of the claim unfairly prejudiced Us.

7. Changes to Your policy

We may change or update the terms and conditions of Your policy from time to time (including the amount of the premium payable).

If We make any such changes, We will give You no less than 30 days' prior written notice.

8. Fraud, Misrepresentation, Non-disclosure and Duty of Disclosure

- (i) If You or someone authorised by You acting for You provide false, fraudulent or misleading information relating to a claim then Your policy will be cancelled by the PhoneInsure Team on Our behalf; You will be liable to repay benefits already paid to You under this policy; no refund of premiums will be made; and You may be prosecuted.
- (ii) When You report the Theft or Loss of the Mobile, Vodafone will disable Your On Account Contract to prevent unauthorised use.
- (iii) If You recover the Mobile before or after We honour Your claim, You must promptly inform Us and make arrangements to surrender the recovered Mobile to Us. We or the PhoneInsure Team reserve the right to recover all costs involved in honouring Your claim if You fail to do so.
- (iv) To help the PhoneInsure Team decide whether to insure You and under what conditions or whether to pay a claim, You need to:
 - a) Tell the PhoneInsure Team any facts that may affect Our decision, whether or not a specific question is asked; and
 - b) Ensure that You have provided complete, accurate and relevant information.
- (v) Please ask the PhoneInsure Team if You are unsure what information is relevant. If You do not tell Us all relevant facts, We may refuse to pay a claim or even cancel Your insurance from the renewal date of Your policy. If We have already paid Your claim or claims, We can recover any amounts We have paid.

9. Basis of Settlement

We will, at Our option, indemnify You:

- (i) Under Insuring Clause 1:
 - a) Where Your Mobile sustains Damage, domestically or whilst you are travelling overseas:
 - By firstly attempting to repair Your Mobile with new or refurbished parts if it is economically viable for Us to do so.
 - where Your Mobile is not repaired We will, at our option, either:
 - Replace Your Mobile with a Refurbished Mobile of similar specification if available; or
 - Where a Refurbished Mobile is not available, replace Your Mobile with a new Mobile of similar specification.
 - b) If Your Mobile has been Lost or Stolen, domestically or whilst you are travelling overseas, We will, at Our option:
 - replace Your Mobile with a Refurbished Mobile of similar specification if available; or
 - Where a Refurbished Mobile is not available, replace Your Mobile with a new Mobile of similar specification.
 - c) If an Accessory used with Your Mobile is Damaged, Lost or Stolen, we will replace it with an Accessory of similar specification if available from Vodafone.

Provided always that Our liability under Insuring Clause 1 will not exceed the cost to Us of providing to You equipment, which in Our opinion is equipment of similar specification, subject to a GST inclusive limit per claim of NZD\$1,500 for the Mobile and NZD\$150 for the Accessories.

The excess payable by You is not included in these limits and different excesses apply. Please refer to page 13 for further details.

d) Proof of purchase of the Mobile and its Accessories will be required prior to claim approval.

e) The PhoneInsure Team can only provide the same or a similarly featured Vodafone New Zealand network approved Mobiles to Your claimed model of Mobile. Under no circumstances will the PhoneInsure Team be able to:

- Reimburse You for the cost of a replacement Mobile that has been purchased from Vodafone prior to or during the claims process;
 - Purchase a parallel imported Mobile on Your behalf from an importer, wholesaler or retailer.
 - Replace a parallel-imported 1st generation iPhone with a later generation iPhone.
 - Accept a Vodafone voucher in regards to upgrades.
- (ii) Under Insuring Clause 2, by reimbursement to Your airtime account the lesser cost of Unauthorised Usage incurred by You as a direct result of Loss or Theft of Your Mobile which has resulted in a valid claim under this policy provided that the Loss or Theft has been reported by You to Vodafone within forty eight (48) hours of You becoming aware of such Loss or Theft.
 - (iii) Under Insuring Clause 3, by reimbursement to Your airtime account the cost of any temporary rental charges of equipment as a direct result of Damage, Loss or Theft of the Mobile which has resulted in a valid claim under this policy subject to a limit of NZD\$500 per event.
- ## 10. When upgrades are allowed

In the event that a Refurbished Mobile of similar specification as the Mobile claimed on is unavailable You may select a replacement that is an upgrade. You may only upgrade to a later model of the Mobile claimed on. We reserve the right to charge You the value of any betterment before settling Your claim. This betterment value will be the difference between the Recommended Retail Price (RRP) of the upgraded Mobile and the RRP of the available Mobile models of similar specification that were initially offered to You.

11. Contribution from other Insurers

If, at the time You suffer Loss, Theft or Damage to Your Mobile and Accessories which are the subject of a claim under this policy, there exists any other insurance pursuant to which You would be entitled to seek indemnity, You must notify Us immediately of its existence and provide to Us a copy of the relevant policy documents. No indemnity will be provided under this policy if You have already been indemnified for the Loss, Theft or Damage to Your Mobile and Accessories from another source.

12. Currency

All amounts referred to in this policy are expressed in New Zealand dollars, and all approved Unauthorised Usage claims will be reimbursed in New Zealand dollars to Your monthly Vodafone invoice.

Claims Procedure

To lodge a claim You can call **0800 505 021** or alternatively this can be done online www.vodafone.co.nz/phoneinsure.

Before submitting a claim the following steps must be taken. For:

1. Loss, Theft or Damage:

You must call Vodafone Customer Services on 0800 800 021 to block Your SIM card within 48 hours of You becoming aware of the Theft or Loss for Unauthorised Usage to be reimbursed (according to the terms above). You remain responsible for Your monthly Vodafone account settlement including Unauthorised Usage costs upon cancellation of Your SIM card.

You must also report the Theft or Loss to the police before submitting a claim with the Phonelnsure Team. You must supply the police report reference number or a copy of Your police report to the Phonelnsure Team when the claim is made.

2. Accidental Damage:

Contact the Phonelnsure Team on 0800 505 021.

Excess Payment Methods:

The applicable excess may be paid to Us by the following methods.

- Visa or MasterCard
- Personal or bank cheque
- Internet banking (Bank details available on request).

Cheques are to be made payable to Phonelnsure. Please post the cheque to: Phonelnsure, PO Box 2221, Shortland Street, Auckland 1140.

Please ensure Your Mobile number and claim number is written on the reverse of Your cheque.

Policy Cancellation:

This insurance cover:

- (a) May be cancelled by You by giving Vodafone written notice;
- (b) Will terminate:
 - a) On the date the On Account Contract for the Mobile is terminated for any reason; or
 - b) On the date You sell or pass Your right, title or interest in the Mobile to some other person
- (c) May be cancelled on Our behalf by the Phonelnsure Team by giving You 30 days written notice.

How We contact You:

Notices and other information concerning Your policy will be advised to You (either via a message on Your monthly Vodafone invoice or by separate letter) at the address last advised to Us. It is important that We be advised of any changes in Your contact information.

Privacy

ACE Insurance Limited (**ACE**) is committed to protecting Your privacy. ACE collects uses and retains Your personal information in accordance with the principles in the Privacy Act 1993.

ACE and its agent Marsh collect Your personal information (which may include health information) when You are applying for, changing or renewing an insurance policy with us or when we are processing a claim. We collect the information to assess Your application for insurance, to provide You or Your organisation with competitive insurance products and services and administer them and to handle any claim that may be made under a policy. If You do not provide us with this information, we may not be able to provide You or Your organisation with insurance or to respond to any claim.

ACE and Marsh may disclose the information we collect to third parties, including contractors and contracted service providers engaged by us to deliver our services or carry out certain business activities on our behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including doctors and other medical service providers, credit reference bureaus and call centres), other companies in the ACE group, insurance and reinsurance intermediaries, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside New Zealand.

You agree to us using and disclosing Your personal information as set out above. This consent remains valid unless You alter or revoke it by giving written notice to ACE's Privacy Officer.

From time to time, we may use Your personal information to send You offers or information regarding our products that may be of interest to You. If You do not wish to receive such information, please contact ACE's Privacy Officer using the contact details provided below.

If You would like to access a copy of Your personal information, or to correct or update Your personal information, please contact ACE's Privacy Officer on +64 (9) 3771459 or email Privacy.NZ@acegroup.com.

If You have a complaint or want more information about how ACE or its agents are managing Your personal information, please contact the Privacy Officer, ACE Insurance Limited, PO Box 734, Shortland Street Auckland, Tel: +64 (9) 3771459 or email Privacy.NZ@acegroup.com.

If You have a complaint or want more information about how Marsh or Phonelnsure is managing Your personal information, please write to the Privacy Officer, Marsh Limited, PO Box 2221, Shortland Street, Auckland 1140.

Vodafone's Privacy Policy

Vodafone New Zealand Limited (Vodafone) is committed to protecting personal information. Vodafone collects information relating to You that You have provided to Vodafone (for example, on an application or registration form or through the way You use the products and services) or that Vodafone may have obtained from another source (such as Vodafone's suppliers or from marketing organisations and credit agencies).

This information may include, Your name, address, telephone numbers, information on how You use our products and services (such as the type, date, time, location and duration of calls or messages, the numbers You call and how much You spend, and information on Your browsing activity when visiting one of its group companies' websites), the location of Your Mobile phone from time to time, lifestyle information and any other information collected in relation to Your use of Vodafone's products and services.

Vodafone New Zealand Limited Privacy Policy is created to help You understand how it collects, uses and protects Your information when You visit its web and WAP sites and use its products and services. This privacy policy is provided for Your information and doesn't limit or exclude Your rights under the Privacy Act 1993 or the Telecommunications Information Privacy Code 2003. Vodafone's Privacy Policy is available from <http://www.vodafone.co.nz>

Complaints and resolving disputes

Where You have a complaint or dispute in relation to Phonelnsure or the services You have received from Us, contact the Vodafone Phonelnsure Team on 0800 505 021 and provide them with the details of the issue concerning You. They will attempt to resolve the complaint or dispute. If they are unable to do so, they will record details of the complaint or dispute and, depending on the nature, will as appropriate refer to Us or will escalate the matter within Marsh for resolution.

We and Marsh each have an established complaints and disputes resolution process. These are free services and include systems designed to log, track, escalate and monitor complaints received from customers about their services and products.

Where the complaint or dispute is referred or escalated as above, a staff member of Ours or Marsh (as appropriate) involved in the complaints and dispute resolution process will respond to Your complaint or dispute within forty (40) days advising the outcome of their review and reasons for their decision. Where we are not able to resolve Your complaint or dispute in that timeframe, for example if further information is required, we will work with You to agree reasonable ongoing timeframes. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

We will endeavour to come to a reasonable resolution or solution, however, sometimes disputes cannot be resolved. If this occurs we will advise You in writing that the matter is in "deadlock" and refer You to the Financial Services Complaints Limited Scheme (**FSCL**). We and Marsh are members of FSCL which is an independent dispute resolution scheme approved by the Ministry of Consumer Affairs. The FSCL will only review disputes if they have gone through the appropriate internal complaints and disputes resolution process. You can contact FSCL at:

Financial Services Complaints Limited

Address: 13th Floor, 45 Johnston Street, Wellington
Postal address: PO Box 5967, Lambton Quay, Wellington 6145
E-mail: info@fscl.org.nz
Telephone: 0800 347257 or +64 4 472 3725
Web: www.fscl.org.nz
E-mail: info@fscl.org.nz or calling FSCL on 0800 347257.

There is no cost to You to use the services of FSCL.

Financial Strength Rating

Please refer to Our website at www.aceinsurance.co.nz for Our most up to date financial strength rating.

The Fair Insurance Code

As a member of the Insurance Council of New Zealand (**ICNZ**) We have made a commitment to the Fair Insurance Code.

The Fair Insurance Code was developed by the ICNZ as a set of principles which aims to continually improve the standard of practice and service that member companies provide to the customers. This set of principles is in addition to those obligations created by the law. Further information about the Code is available from Us.



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