

# PhoneInsure

We've got you covered if your mobile gets lost, stolen or damaged.



one.nz

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*The following provides a summary of the main covers available under the policy only; it does not form part of the policy and cannot be relied on as a full description of the cover provided.*

*Please refer to the relevant sections of the policy wording on page 10 for full benefit details and applicable terms, limitations, conditions and exclusions.*

## 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 lost or damaged 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 with you whilst temporarily travelling overseas.

The PhoneInsure policy insures the mobile you purchased from One New Zealand when you took out this PhoneInsure insurance and only when it contains your Pay Monthly SIM. You must contact the PhoneInsure team on 0800 505 021 if you change your mobile and you want the PhoneInsure policy cover to continue.

**To lodge an insurance claim,  
please call 0800 505 021.**

# What are you covered for?

## Significant benefits

The PhoneInsure policy covers:

- Your mobile for up to \$2,100 if your mobile is accidentally lost, stolen or damaged.
- Your accessories used with your mobile for up to \$150 if they are lost, stolen or damaged at the same time as your mobile.
- Unauthorised usage credit of up to \$1,000 where someone uses your mobile after it has been lost or stolen.
- Temporary rental costs of up to \$500 if your mobile is lost, stolen or damaged whilst overseas.

## Other important benefits include:

- Cover whilst you're temporarily travelling overseas anywhere in the world – that's worldwide cover!

*This summary of cover is only a guide; please refer to the PhoneInsure policy wording for full details.*

# What's excluded?

The PhoneInsure policy insures the mobile you purchased from One New Zealand when you took out this PhoneInsure insurance and only when it contains your Pay Monthly SIM. Any other mobile is excluded – you must contact the PhoneInsure team on 0800 505 021 if you change your mobile and you want the PhoneInsure policy cover to continue.

The excess will be \$200, or \$250 for a second claim within 12 months, except for mobiles with a replacement cost of over \$1,801 where the mobile is lost or stolen or is damaged beyond repair, in which case the excess will be \$350, or \$400 for a second claim within 12 months. It is Chubb's standard practice to review your policy if you make two claims within any 12 month period; such a review may include Chubb choosing to not renew your PhoneInsure policy.

Certain loss, theft or damage will not be covered. For example:

- if the damage by you or anyone acting on your behalf is intentional;
- if you haven't taken reasonable precautions to prevent such loss, theft or damage;
- if the mobile is left unattended or you have forgotten where it is;
- if you can claim from a manufacturer, supplier or another insurer;
- if the damage is caused by manufacturing faults, wear or tear;
- if the damage is caused by not following the manufacturer's instructions; or
- if the damage is caused by any virus.

*This summary of cover is only a guide; please refer to the PhoneInsure policy wording for full details.*

# What you need to do if you have a claim

Contact the PhoneInsure team on 0800 505 021 or [one.nz/mobile-services/phone-insure/](https://one.nz/mobile-services/phone-insure/) if your mobile is lost, stolen or damaged.

If your mobile is lost or stolen you will need to contact One New Zealand immediately so your mobile and SIM card can be blocked.

You will need to report loss or theft of your mobile to police within 48 hours, as well as if you believe your mobile has been intentionally damaged.

You will need to provide the PhoneInsure team any information they need as well as the complete claim form if asked to do so.

*This summary of cover is only a guide; please refer to the PhoneInsure policy wording for full details.*

# Looking after your mobile

A manufacturer's warranty helps protect you from faults in your mobile caused by design, material or workmanship.

The PhoneInsure 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 PhoneInsure 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 PhoneInsure policy 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 PhoneInsure for any mobile at any time?

- A:** No. You can only purchase the PhoneInsure policy if you are an Pay Monthly Contract customer and in the following circumstances:
- you purchase the PhoneInsure policy at the same time you purchase your mobile; or

- you have purchased your mobile from an authorised One New Zealand store, One New Zealand's online store or as part of a mobile upgrade from One New Zealand, and it has been less than 30 days since such purchase; or
- you receive a personalised marketing offer from One New Zealand offering you the PhoneInsure policy.

Note: This PhoneInsure cover is available to Pay Monthly 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.

If you change your mobile and you want your PhoneInsure policy cover to continue, you must contact the PhoneInsure team on 0800 505 021.

## Q: What if I change my mind?

- A:** You can cancel your policy at any time by giving One New Zealand written notice.

## Q: Can my policy be cancelled by Chubb (or on its behalf)?

- A:** The PhoneInsure policy is a monthly policy and so renews each month. Your PhoneInsure policy will not renew if you have not paid your premium. If you make two claims within any 12 month period it is Chubb's standard practice to review your policy; such a review may include Chubb choosing to not renew your policy.

## Q: How do I contact the PhoneInsure team, Chubb or One New Zealand?

- A:** Contact information for the PhoneInsure team, Chubb and One New Zealand can be found on the first page of the policy wording.

**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 Disputes Resolution” section of the PhoneInsure policy on page 19.

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

**A:** Yes. If the terms of your monthly policy are to change you will be given at least 30 days’ notice. See the “Monthly Policy” section of the PhoneInsure policy wording on page 17.

**Q: How do I claim for 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 for your lost, stolen or damaged phone must be lodged with the PhoneInsure team on 0800 505 021. Your rental receipts will need to be provided as part of your overall claim lodgement.

Upon approval of your claim for a replacement mobile a reimbursement for the temporary rental costs will be credited to your One New Zealand account.

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

# What is the cost and cover limit?

## Monthly premium

(Payable 1 month in advance and debited to your monthly One New Zealand account unless PhoneInsure cover is included with your plan):

\$15.50
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## Limit of liability

Mobile:	Up to \$2,100
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

The excess will be \$200, or \$250 for a second claim within 12 months, except for mobiles with a replacement cost of over \$1,801 where the mobile is lost or stolen or is damaged beyond repair, in which case the excess will be \$350, or \$400 for a second claim within 12 months. It is Chubb's standard practice to review your policy if you make two claims within any 12 month period; such a review may include Chubb choosing not to renew your PhoneInsure policy.

All amounts referred to in this document are GST inclusive.

# What to do if...

## Your mobile is stolen or lost

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

**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 [one.nz/mobile-services/phone-insure/](https://one.nz/mobile-services/phone-insure/) or call the PhoneInsure team on 0800 505 021, within 48 hours, to initiate your claim.

## Your mobile is 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 [one.nz/mobile-services/phone-insure/](https://one.nz/mobile-services/phone-insure/) or call the PhoneInsure team on 0800 505 021, within 48 hours, to initiate your claim.

## Your mobile is accidentally damaged

**Claim it:** Lodge Your claim online at [one.nz/mobile-services/phone-insure/](https://one.nz/mobile-services/phone-insure/) or call the PhoneInsure team on 0800 505 021, within 48 hours, to initiate your claim.

## You need to temporarily rent a mobile while overseas

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

### Note:

- You must pay an excess for each claim.
- Before delivering a damaged handset to your local One New Zealand store for assessment, please remove the SIM card and memory cards and any other data, otherwise they/it may be lost; and deactivate the Find My iPhone App or Find my device App.
- You may be asked to provide additional information in support of your claim including a crime reference number, a police report or an itemised airtime account identifying unauthorised usage.

# One New Zealand PhoneInsure Policy Wording

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## One New Zealand PhoneInsure Policy Terms and Conditions

This document sets out the terms and conditions of the Policy so it is important You keep it in a safe place together with the On Account Contract provided to You by One New Zealand. The terms and conditions, together with the welcome letter One New Zealand provides You that confirms cover is in place, govern the legal agreement between You and Chubb and is the basis under which claims are paid.

All amounts referred to in this document are GST inclusive.

### The insurer - information about Chubb Insurance New Zealand Limited (Chubb)

Chubb is the insurer of this product, “PhoneInsure”

Head office: CUI-3, Shed 24, Princes Wharf, Auckland 1010.  
Postal address: PO Box 734, Shortland Street, Auckland 1140  
Telephone: +64 9 377 1459  
Website: [chubb.com/nz-en/home](http://chubb.com/nz-en/home)

### One New Zealand Group Limited (One New Zealand)

One New Zealand acts under a binding authority from Chubb, which permits One New Zealand to arrange for Customers to apply for, vary or cancel this Policy on Chubb's behalf. This means that in issuing this Policy, One New Zealand acts on Chubb's behalf, not Yours.

One New Zealand's contact details are:

Head office: Smales Farm, 74 Taharoto Road, Auckland 1142, New Zealand  
Postal address: Private Bag 92161, Auckland 1140  
Telephone: 0800 800 021 (from a landline) or 777 from Your Mobile  
Website: [one.nz](http://one.nz)

### The claims administrator - information about Marsh Limited (Marsh)

Marsh has been appointed by Chubb to manage, administer and settle claims made under the Policy on Chubb's behalf. This means that Marsh makes decisions about claims on Chubb's behalf.

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: [marsh.co.nz](http://marsh.co.nz)

The contact details for the PhoneInsure team at Marsh are:

Telephone: 0800 505 021  
Email: [phoneinsure.nz@marsh.com](mailto:phoneinsure.nz@marsh.com)

### No Financial Advice

The information contained within this document does not take into account Your personal circumstances, objectives, financial situation or needs and does not constitute financial advice. You should consider the terms, conditions, exclusions and limitations of the Policy, and obtain financial advice if required, before making any decisions about the Policy.

## Financial Strength Rating

At the time of print, Chubb has an “AA-” insurer financial strength rating given by S&P Global Ratings. The rating scale is:

<b>AAA</b>	Extremely Strong	<b>BBB</b>	Good
<b>AA</b>	Very Strong	<b>BB</b>	Marginal
<b>A</b>	Strong	<b>B</b>	Weak
<b>CCC</b>	Very Weak	<b>SD or D</b>	Selective Default or Default
<b>CC</b>	Extremely Weak	<b>R</b>	Regulatory Action
		<b>NR</b>	Not Rated

The rating from ‘AA’ to ‘CCC’ may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories. A full description of the rating scale is available on the S&P Global Ratings [website](#).

Chubb’s rating is reviewed annually and may change from time to time, so please refer to Chubb’s [website](#) for its latest financial strength rating.

## Insuring Clauses

Chubb will provide the cover set out in this Policy during the Period of Cover provided the premium has been paid and subject to the Policy’s terms, conditions and exclusions.

## You Are Insured For

This Policy will cover you for:

### Item 1. Accidental Loss, Theft or Damage

This Policy will cover You for the cost of the Insured Mobile which has been Accidentally Lost, Stolen, or Damaged in New Zealand or while overseas during the Period of Cover.

Where the Insured Mobile is Accidentally Lost, Stolen or Damaged during the Period of Cover, the Policy will also insure Your Accessories that are Accidentally Lost, Stolen or Damaged at the same time.

This is subject to payment of an excess for each claim as follows:

The excess will be \$200, or \$250 for a second claim within 12 months, except for Mobiles with a replacement cost over \$1,801 where the mobile is lost or stolen or is damaged beyond repair, in which case the excess will be \$350, or \$400 for a second claim within 12 months.

### Item 2. Unauthorised Usage

This Policy will cover You for the cost of Unauthorised Usage incurred as a result of the Insured Mobile being Accidentally Lost or Stolen where a valid claim is accepted under Item 1 of this Policy for the Insured Mobile being Accidentally Lost or Stolen during the Period of Cover.

### Item 3. Temporary Rental Whilst Overseas

This Policy will cover You for the cost of renting a temporary replacement mobile whilst outside of New Zealand reasonably incurred as a result of the Insured Mobile being Accidentally Lost, Stolen or Damaged during the Period of Cover, provided:

- a valid claim is accepted under Item 1 of this Policy; and
- the Insured Mobile was Accidentally Lost, Stolen or Damaged while You were overseas with the Insured Mobile.

## What This Policy Will Pay

### 1a. Insured Mobile

Following the Damage to the Insured Mobile, Chubb will (at its option):

- attempt to repair the Insured Mobile with new or refurbished parts if it is economically viable for Chubb to do so;
- replace the Insured Mobile with a Refurbished Mobile or new Mobile of similar specification.

Following the Accidental Loss or Theft of the Insured Mobile, Chubb will (at its option) replace the Insured Mobile with a Refurbished Mobile or new Mobile of similar specification.

The maximum payable for a Lost, Stolen or Damaged Insured Mobile is \$2,100 for any one claim.

### 1b. Accessories

Following the Accidental Loss, Theft or Damage of an Accessory used with the Insured Mobile, Chubb will replace it with an Accessory of similar specification.

The maximum payable for all such Accessories is \$150 any one claim.

### 2. Unauthorised Usage

Following Unauthorised Usage covered under this Policy, You will be reimbursed by a credit to Your monthly One New Zealand airtime account.

The maximum payable for any one claim is \$1,000.

### 3. Temporary Rental Whilst Overseas

Where You have incurred costs for renting a temporary replacement mobile whilst outside New Zealand as a result of the Insured Mobile being Accidentally Lost, Stolen or Damaged, this Policy will reimburse You for the cost associated with renting a temporary replacement mobile during the period for which You are unable to use the Insured Mobile. This will be done via a credit to Your One New Zealand account. This Policy will not cover any call charges incurred on any temporary replacement mobile.

The maximum period payable for any Unauthorised Usage and renting a temporary replacement mobile is 14 days, subject to a maximum amount payable for any such incident of \$500 for any one claim.

## What You Must Do If You Have A Claim

- If the Insured Mobile is Lost or Stolen You must:
  - contact One New Zealand (777 or 0800 800 021) immediately to block the Insured Mobile and bar Your SIM card to prevent Unauthorised Usage; and
  - report the Loss or Theft to police within 48 hours of the time You discover the Loss or Theft and obtain a crime reference (QID) number or a police report; and
  - contact the PhoneInsure team (0800 505 021 or [one.nz/phoneinsure/](mailto:one.nz/phoneinsure/)) immediately but no later than 48 hours after You realise the Insured Mobile is Lost or Stolen.
- If the Insured Mobile is Damaged You must:
  - contact the PhoneInsure team (0800 505 021 or [one.nz/phoneinsure/](mailto:one.nz/phoneinsure/)) within 30 days of the date of the Damage; and
  - deliver the Insured Mobile to a One New Zealand store for assessment after: 1) removing your SIM, memory cards and any data or information held on the insured mobile; 2) deactivating the Find My iPhone app/Find My Device app.; and
  - report the damage to police within 48 hours of the damage and obtain a crime reference (QID) number or a police report if You are claiming because someone other than You has intentionally Damaged the Insured Mobile.

3. For all claims You must:
  - (a) complete a claim form if requested to by the PhoneInsure team; and
  - (b) give the PhoneInsure team any information or help they ask for; and
  - (c) agree One New Zealand may give the PhoneInsure team access to any relevant information One New Zealand collects or holds about You or any Mobile in order to assess Your claim; and
  - (d) consent to Your personal information which You provide in connection with Your claim being disclosed to the PhoneInsure team and transferred to Insurance Claims Register Limited.
4. This Policy will not cover You for:
  - (a) reimbursement of the cost of a replacement mobile device; or
  - (b) the purchase of a parallel imported or non-One New Zealand approved mobile device; or;
  - (c) the replacement of the Insured Mobile with a later model of such Mobile (unless Chubb deems this the best way to settle Your claim).
5. If Your claim is dishonest or fraudulent in any way:
  - (a) Your claim may be declined in whole or in part; and/or
  - (b) Your Policy may be cancelled with immediate effect.
6. If the Insured Mobile or Accessory is recovered before or after Your claim is settled under the Policy, You must promptly inform the PhoneInsure team and make arrangements to surrender the recovered Mobile or Accessory to Chubb. You agree that Chubb may recover from You all costs involved in honouring this.
8. This Policy does not insure any Mobile left unattended (i.e. out of Your sight, possession or control):
  - (a) in any public place; or
  - (b) in any place where persons not authorised to use the Insured Mobile have regular access (including Your workplace, any vehicle, aircraft or waterborne vessel); or
  - (c) in any unlocked vehicle, private aircraft or waterborne vessel.
9. This Policy does not insure Loss or Theft where the Insured Mobile has been left behind in an unknown location or if You have forgotten its whereabouts.
10. This Policy does not insure Damage caused by any content (including but not limited to music tracks, videos, ringtones and applications) You upload or download to the Insured Mobile.
11. This Policy does not insure any loss You can claim from any manufacturer, supplier or other insurer.
12. This Policy does not insure 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.
13. This Policy does not insure Damage caused by or arising from:
  - (a) the failure to follow the manufacturer's instructions; or
  - (b) the use of Accessories or software not approved by the manufacturer; or
  - (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.
14. This Policy does not insure any content (including but not limited to music tracks, videos, ringtones and applications), data, software or games stored on any Mobile, SIM card, memory card, or any other storage device or media used with the Mobile.
15. This Policy does not insure Loss, Theft or Damage of any Insured Mobile:
  - (a) if One New Zealand's records show that the Insured Mobile did not make or receive a voice, text, or data transmission at any time after coverage under the Policy commenced; or
  - (b) if the Loss, Damage or Theft happened to the Insured Mobile after it was given, lent or sold to anyone other than You; or
  - (c) if You purchase the Insured Mobile with the intention of reselling or giving such Insured Mobile away as a gift, or if You have already done so.
16. This Policy does not insure Loss, Theft or Damage caused by or arising from:
  - (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.

## Exclusions

1. This Policy does not insure the excess.
2. This Policy does not insure:
  - (a) any mobile device not supplied by One New Zealand to the Customer (but this exclusion does not apply to any Mobile described under parts (i), (ii) or (iii) of the Insured Mobile definition).
  - (b) any Mobile that does not contain the Customer's Pay Monthly SIM.
3. This Policy does not insure:
  - (a) Loss, Theft or Damage caused by or arising from any modification or repair of any Mobile unless such modification or repair was carried out by a repairer authorised by One New Zealand or Chubb; or
  - (b) Damage to any part of any Mobile that has been modified or repaired by any person (including You) who is not a repairer authorised by One New Zealand or Chubb.
4. This Policy does not insure Loss, Theft or Damage caused by or arising from any intentional act or intentional omission by You or anyone acting on Your behalf.
5. This Policy does not insure Loss, Theft or Damage caused by or arising from fire.
6. This Policy does not insure Loss, Theft or Damage to any Accessory unless the Loss, Theft or Damage occurs to the Insured Mobile at the same time.
7. This Policy does not insure Loss, Theft or Damage of the Insured Mobile if You do not take all reasonable precautions to prevent Loss, Theft or Damage of the Insured Mobile. Reasonable precautions are all measures that it would be reasonable to expect a person to take in the circumstances to prevent such Loss, Theft or Damage of the Insured Mobile.

## Conditions

1. If you update Your Insured Mobile from a supplier other than One New Zealand You must tell One New Zealand or the PhoneInsure team if You want the insurance provided under this Policy to transfer to Your new mobile. Please refer to the definition of Insured Mobile for more information.
2. You must take all reasonable precautions to protect the Insured Mobile and Accessories from Loss, Theft and Damage.
3. You must maintain the Insured Mobile in a proper state of repair.
4. You must complete an application form if requested to do so by Chubb, the PhoneInsure team or One New Zealand.
5. Any information provided to Chubb or the PhoneInsure team, whether in an application form or otherwise must be complete, accurate and relevant. If any information provided in an application form or otherwise is dishonest or fraudulent in any way, Chubb may:
  - (a) cancel Your Policy and any other policies held with Chubb; and/or
  - (b) decline the whole or part of any claim.
6. You must disclose to Chubb or the PhoneInsure team, any material fact when asked. If You do not Chubb:
  - (a) may refuse to pay a claim; and/or
  - (b) may cancel Your Policy; and/or
  - (c) can recover any amounts already paid towards Your claim.A material fact is any information that may result in a prudent underwriter amending the terms of the Policy (including the premium or excess) or changing their view on whether the policy should have been issued.

Please ask Chubb or the PhoneInsure team if You are unsure what information is material.
7. Where any claim under this Policy results in any person insured under this Policy receiving a replacement Mobile (whether a Refurbished Mobile or new Mobile) or Accessory, You agree:
  - (a) that all rights, title and ownership of the claimed Mobile and Accessories will pass to Chubb; and
  - (b) that You will have no further rights or interest in the Insured Mobile and Accessories in respect of which the claim was made; and
  - (c) any replacement Mobile supplied to You to settle a claim cannot be returned once:
    - i. the security seal of the packaging (if applicable) has been broken; and/or
    - ii. the Mobile has been activated and used for any data, TXT, PXT or voice transmission.
8. It is Chubb's standard practise to review the terms of Your Policy if You make two claims within any 12 month period; such a review may include Chubb choosing not to renew Your Policy
9. This Policy does not guarantee quality or performance of the Mobile or compatibility with any other product, software or system, nor does it guarantee suitability for any particular purpose.

## Monthly Policy

### Initial Policy

Your initial Policy commences from the time of purchase of this Policy and continues up to and including the day before the monthly billing cycle of Your Pay Monthly Contract. The monthly premium for Your initial Policy will be included on Your Pay Monthly Contract monthly invoice. When You pay One New Zealand the premium Chubb will provide You with the insurance cover stated in this Policy.

### Renewal Policy

Unless You advise One New Zealand, Chubb or the PhoneInsure team in writing to the contrary with at least ten days' notice, Chubb will offer You renewal of this Policy for a further monthly period:

- (a) from the first day of the next billing cycle of Your Pay Monthly Contract;
- (b) to the day immediately before the subsequent billing cycle of Your Pay Monthly Contract.

This is provided that Chubb may refuse to offer renewal of Your Policy with no notice where it has concerns about Your claim record. This is subject to Chubb advising You of this in writing prior to the expiry of Your Policy.

Your payment of each premium (however identified) shown on Your Pay Monthly Contract invoice confirms Your acceptance of the renewal offer of insurance.

If You fail to pay the monthly premium to One New Zealand by the date specified by One New Zealand on Your Pay Monthly Contract invoice Your cover will lapse.

Where Your Policy does lapse due to non-payment of premium the insurance cannot be reinstated without written agreement from One New Zealand.

### Period of Cover

Wherever used in this Policy "Period of Cover" means the period of the initial Policy where the Policy has not yet renewed.

Where the Policy has renewed according to the terms of this Policy "Period of Cover" means the period of the current renewed Policy.

### Changes to Policy terms

Chubb may amend the terms and/or conditions of this Policy, including but not limited to adjusting the premium, that will apply upon renewal of Your Policy.

Chubb (and/or One New Zealand) will provide You with a minimum of 30 days' notice of such changes in writing, which includes posting or emailing You information regarding the new terms or posting the new terms on the Chubb (and/or One New Zealand) website and referring You to the site by text message, email, regular mail or by posting a message on Your Pay Monthly Contract monthly invoice.

The changes will apply to the policy period that renews on or after the date the changes are to apply from.

### Non-renewal of Your Policy

Chubb may choose not to offer renewal of Your Policy. Chubb (and/or One New Zealand) will provide You with at least ten days' notice if You are not going to be offered renewal of Your Policy.

### Sanctions Exclusion

Chubb shall not be deemed to provide cover and Chubb shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Chubb, its parent or its ultimate holding company, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, New Zealand or United States of America.

## Definitions

The definitions apply to the plural or any derivatives of the words.

“Accessory” means associated equipment used in connection with the Insured Mobile, including but not limited to battery chargers, memory cards, headphone and mobile cases. “Accessory” does not include car kits.

“Accident” and “Accidental” means a known and identifiable sudden and unforeseen event unintended by You.

“Chubb” means Chubb Insurance New Zealand Limited (Company No. 104656, Financial Services Provider No. 35924).

“Customer” means the customer of One New Zealand stated in the Pay Monthly Contract: where the Pay Monthly Contract is in a company name Customer means the person authorised by the company to use the phone.

“Damage” means physical damage or destruction of the Insured Mobile and/or Accessory other than by fire or any excluded peril. “Damage” does not include fair wear and tear, including but not limited to scratching, marking, chipping or cosmetic damage of any kind to appearance of the Insured Mobile.

“Insured Mobile” means the Mobile:

- (a) supplied by One New Zealand to the Customer; and
- (b) which is used by You in connection with the Pay Monthly Contract; and
- (c) into which the Pay Monthly Contract SIM card is fitted at the time the event giving rise to any claim occurred (as determined by One New Zealand’s records which capture the IMEI [International Mobile Equipment Identity number] of the Mobile through the SIM card).

For the purposes of (a) above, “supplied by One New Zealand” includes:

- (i) any Mobile supplied to the Customer under warranty to replace the Insured Mobile supplied by One New Zealand to the Customer; and
- (ii) any Mobile supplied to the Customer under the Policy to replace the Insured Mobile supplied by One New Zealand to the Customer; and
- (iii) any replacement Mobile that One New Zealand agrees to be insured under this Policy.

“Loss” and “Lost” mean physical loss of the Insured Mobile and/or Accessory resulting in You reasonably considering the Insured Mobile and/or Accessory to be permanently no longer in Your possession, and includes where an incident results in the Insured Mobile and/or Accessory not being able to be reasonably retrieved by You.

“Marsh” means Marsh Limited (Company No. 15733, Financial Services Provider No. 22364).

“Mobile” means any mobile phone which is registered and approved for use on One New Zealand’s Network, including a Refurbished Mobile but is not a tablet or net book.

“Month” means the period of the Customer’s billing cycle applicable to the Pay Monthly Contract.

“Pay Monthly Contract” means the contract entered into between the Customer and One New Zealand pursuant to which the Insured Mobile gains supply of mobile airtime and any related services on the One New Zealand Network.

“Pay Monthly SIM card” means the SIM card associated with the One New Zealand On Account mobile plan that is inside the handset at the time of the claim.

“Period of Cover” means as defined on page 17.

“Policy” means this policy wording.

“Refurbished Mobile” means a Mobile that has been returned to the manufacturer and then inspected, tested, and restored to full working condition.

“Theft” or “Stolen” means the illegal taking of possession of the Insured Mobile and/or Accessory with the intention of permanently depriving You of the Insured Mobile and/or Accessory.

“Unauthorised Usage” means charges for TXT, calls or data incurred by You as a direct result of Accidental Loss or Theft of the Insured Mobile.

“One New Zealand” means One New Zealand Group Limited (Company No. 927212).

“You” or “Your” means the Customer and includes any adult authorised by the Customer to use the Insured Mobile

## Chubb’s Complaints and Dispute Resolution Process

Chubb takes Your concerns very seriously and has detailed complaint handling and dispute resolution procedures that You may access, at no cost to You. To assist Chubb with Your enquiries, please provide Chubb with Your claim or policy number (if applicable) and as much information You can about the reason for Your complaint.

Chubb’s complaints and dispute procedures are as follows:

### Stage 1 - Complaint Handling Procedure

If You are dissatisfied with any aspect of a Chubb product or service and You wish to make a complaint, please contact Chubb’s Complaints and Customer Resolution Service (CCR Service) by post, phone or email (as below):

Complaints and Customer Resolution Service  
Chubb Insurance New Zealand Limited  
Post: PO Box 734, Shortland Street, Auckland 1140  
Phone: +64 9 377 1459  
Email: [Complaints.NZ@chubb.com](mailto:Complaints.NZ@chubb.com)

Chubb’s CCR Service is committed to reviewing complaints objectively, fairly and efficiently and Chubb’s team members are independent of the original decision maker.

### Chubb’s response

Chubb will acknowledge receipt of Your complaint within five (5) business days of receiving it from You and Chubb will provide You with the name and relevant contact details of the CCR Service team member who will be assigned to liaise with You regarding Your complaint.

Chubb will investigate Your complaint and if Chubb has all the information required to make a decision, Chubb will respond to You within ten (10) business days with a decision. If Chubb requires more time or further information Chubb will request a reasonable additional timeframe in which to provide Chubb’s response.

If Chubb requires more time to finalise its response, Chubb will keep You updated at least every 20 business days.

When Chubb provides its complaint decision to You, or if Chubb cannot resolve Your complaint within two months of You lodging it, Chubb will provide You with a ‘deadlock’ letter which explains Chubb’s reasons to You in writing. Chubb will provide You with the option of taking Your complaint to Stage 2 of the Complaints and Dispute Resolution process – External Dispute Resolution.

### Stage 2 – External Dispute Resolution

Chubb is a member of an independent external dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Minister of Consumer Affairs. Subject to FSCL’s Terms of Reference, if You are dissatisfied with Chubb’s complaint determination or Chubb is unable to resolve Your complaint or dispute to Your satisfaction within two months, You may contact FSCL via:

Financial Services Complaints Limited  
Post: PO Box 5967, Wellington 6140  
Phone: 0800 347 257 (Call Free for consumers)  
or +64 4 472 FSCL (472 3725)  
Email: [info@fscf.org.nz](mailto:info@fscf.org.nz) or [complaints@fscf.org.nz](mailto:complaints@fscf.org.nz)  
Website: [www.fscf.org.nz](http://www.fscf.org.nz)

Please note if You would like to refer Your complaint to FSCL You must do so within 3 months of the date of the 'deadlock' letter (or any longer period permitted under FSCL's Terms of Reference). FSCL provides an independent dispute resolution service that is free to customers.

Further details regarding Chubb's complaint handling and dispute resolution procedures are available from Chubb's website and on request.

## Fair Insurance Code

Chubb is a member of the Insurance Council of New Zealand (ICNZ) and a signatory to ICNZ's Fair Insurance Code (the Code). The Code and information about the Code is available at [icnz.org.nz](http://icnz.org.nz) and on request.



## Chubb's Privacy Statement

This statement is a summary of Chubb's Privacy Policy and provides an overview of how Chubb collects, holds, stores, uses, discloses, retains, gives access to and corrects Your personal information. Chubb's Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted on Chubb's [website](http://www.chubb.com).

Chubb is committed to protecting Your privacy. Chubb collects, holds, stores, uses, discloses, retains, gives access to and corrects Your personal information in accordance with the requirements of the Privacy Act 2020, as amended or replaced from time to time.

### Personal Information Handling Practices

#### *When does Chubb collect Your personal information?*

Chubb collects Your personal information (which may include health information) from You when You interact with Chubb, including when You are applying for, changing or renewing an insurance policy with Chubb or when Chubb is processing a claim, complaint or dispute. Chubb may also (and You authorise Chubb to) collect Your personal information from other parties such as brokers or service providers, as detailed in Chubb's Privacy Policy.

#### *Purpose of collection*

Chubb collects and holds Your personal information to offer products and services to You, including to assess applications for insurance, to provide and administer insurance products and services, and to handle any claim, complaint or dispute that may be made under a policy.

If You do not provide Chubb with Your personal information, Chubb may not be able to provide You or Your organisation with insurance or to respond to any claim, complaint or dispute, or offer other products and services to You or Your organisation.

Sometimes, Chubb may also use Your personal information for Chubb's marketing campaigns and research, to improve Chubb's services or in relation to new products, services or information that may be of interest to you.

#### *Recipients of Your personal information and disclosure*

Chubb may disclose Your personal information to third parties, including: contractors and service providers engaged by Chubb to deliver Chubb's services or carry out certain business activities on Chubb's behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including lawyers, doctors and other medical service providers, credit reference bureaux, call centres and marketing agencies);

intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);

other companies in the Chubb group;

the policyholder (where the insured person is not the policyholder);

insurance and reinsurance intermediaries, other insurers, Chubb's reinsurers and other parties involved in the policy or claim (such as Toka Tū Ake EQC); and government agencies or organisations (where Chubb is required to by law or otherwise).

These third parties may be located outside New Zealand. In such circumstances Chubb will also take steps to ensure Your personal information remains adequately protected.

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

#### Rights of Access to, and Correction of, Information

If You would like to access a copy of Your personal information, correct or update Your personal information, or withdraw Your consent to receiving offers of products or services from Chubb or organisations Chubb has an association with, please contact the Privacy Officer by posting correspondence to Chubb Insurance New Zealand Limited, PO Box 734, Auckland; telephoning: +64 (9) 3771459; or emailing [Privacy.NZ@chubb.com](mailto:Privacy.NZ@chubb.com).

#### *How to Make a Complaint*

If You have a complaint or would like more information about how Chubb manages Your Personal Information, please review Chubb's [Privacy Policy](http://www.chubb.com) for more details, or contact Chubb's Privacy Officer at the details above.

You also have a right to address Your complaint directly to the Privacy Commissioner by telephoning 0800 803 909, emailing [enquiries@privacy.org.nz](mailto:enquiries@privacy.org.nz) or using the online form available on the Office of the Privacy Commissioner's website at [www.privacy.org.nz](http://www.privacy.org.nz).

## About Chubb, the Insurer

Chubb is the world's largest publicly traded property and casualty insurance company. With operations in 54 countries and territories, Chubb provides corporate and commercial property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, We assess, assume and manage risk with insight and discipline. We service and pay Our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London, Paris and other locations, and employs approximately 33,000 people worldwide.

Chubb's operation in New Zealand (Chubb Insurance New Zealand Limited) offers corporate and commercial property & casualty, group personal accident and corporate travel insurance products. Chubb in NZ also serves individuals with a substantial home and contents portfolio to protect, and individuals purchasing travel and personal accident insurance. It leverages global expertise and local acumen to tailor solutions to mitigate risks for clients ranging from large multinational companies to local corporates and SMEs, with all product offerings transacted through brokers. More information can be found at [chubb.com/nz-en](http://chubb.com/nz-en)

**To lodge an insurance claim,  
please call 0800 505 021.**