



Vodafone PhoneInsure

Stay in touch even if your mobile gets lost, stolen, or damaged.

The future is exciting.

Ready?



vodafone

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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 temporarily overseas whilst travelling.

The PhoneInsure policy insures the mobile you purchased from Vodafone when you took out this PhoneInsure insurance and only when it contains your On Account SIM card. You must contact PhoneInsure on 0800 505 021 if you change your mobile and you want PhoneInsure cover to continue.

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

What are you covered for?

Significant benefits

Phonelnsure 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 Phonelnsure Policy Wording for full details.

What's excluded?

The Phonelnsure policy insures the mobile you purchased from Vodafone when you took out this Phonelnsure insurance and only when it contains your On Account SIM card. Any other mobile is excluded – you must contact Phonelnsure on 0800 505 021 if you change your mobile and you want Phonelnsure cover to continue.

An excess applies which is an amount of loss which is not insured. The excess will be \$200, or \$250 for a second claim within 12 months, except for mobiles with a replacement cost of between \$1,801 and \$2,100 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 Phonelnsure's standard practise to review your Policy if you make two claims within any 12 month period; such a review may include Phonelnsure choosing to not renew your Phonelnsure policy.

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

- 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 insurer.
- caused by manufacturing faults, wear or tear; or.
- caused by any virus or not following the manufacturer's instructions.

This summary of cover is only a guide; please refer to the Phonelnsure Policy Wording for full details.

What you need to do if you have a claim

Contact Phonelnsure on 0800 505 021 or vodafone.co.nz/phoneinsure/ if your mobile is lost, stolen or damaged.

If your mobile is lost or stolen you will need to contact Vodafone 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 to Phonelnsure any information they need as well as complete a claim form if asked to do so.

This summary of cover is only a guide; please refer to the Phonelnsure 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.

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 prepaid 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 cover to continue you must contact PhoneInsure on 0800 505 021.

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 Chubb (or on their 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 PhoneInsure's standard practise to review your Policy; such a review may include PhoneInsure choosing to not renew your PhoneInsure policy.

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

A: Contact information for PhoneInsure (including Chubb and Marsh) and Vodafone can be found under the PhoneInsure and Vodafone definitions on page 18.

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 16.

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 Vodafone 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 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.
 - 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 Vodafone account unless PhoneInsure is included with your plan): \$15.50

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 between \$1,801 and \$2,100 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 PhoneInsure's standard practise to review your Policy if you make two claims within any 12 month period; such a review may include PhoneInsure choosing to not 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 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.
- 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.

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Vodafone PhoneInsure Policy Terms and Conditions

This document 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.

All amounts referred to in this document are GST inclusive.

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.

The insurer - Information about Chubb Insurance New Zealand Limited

Chubb Insurance New Zealand Limited (Company No. 104656, Financial Services Provider No. 35924) is the insurer of this product, "PhoneInsure". In this document, PhoneInsure means Chubb Insurance New Zealand Limited.

At the time of print, Chubb Insurance New Zealand Limited has an "AA-" insurer financial strength rating given by Standard & Poor's (Australia) Pty Limited. The rating scale is:

AAA	Extremely Strong	BBB	Good
AA	Very Strong	BB	Marginal
A	Strong	B	Weak
CCC	Very Weak	SD or D	Selective Default or Default
CC	Extremely Weak	R	Regulatory Action
		NR	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 Standard & Poor's website.

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

The claims administrator – Marsh Limited and Vodafone New Zealand Limited

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

Insuring Clauses

PhoneInsure 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

Phonelnsure agrees to cover You for:

Item 1: Accidental Loss, Theft or Damage

Phonelnsure will cover You for the cost of the Insured Mobile which has sustained Accidental loss, Theft, or Damage 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, Phonelnsure will also insure Your Accessories that are Accidentally Lost, Stolen or Damaged at the same time.

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 of between \$1,801 and \$2,100 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

Phonelnsure 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

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

What Phonelnsure Will Pay

1a. Insured Mobile

Following the Damage to the Insured Mobile Phonelnsure will (at their option):

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

Following the Accidental Loss or Theft of the Insured Mobile Phonelnsure will (at their option) replace the 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 any one claim.

1b. Accessories

Following the Accidental Loss, Theft or Damage of an Accessory used with the Insured Mobile Phonelnsure 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 insured Unauthorised Usage Phonelnsure will reimburse You by a credit to Your monthly Vodafone airtime account.

The maximum payable 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, Phonelnsure 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 by a credit to Your Vodafone account. Phonelnsure will not pay for 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 any one claim.

What You Must Do If You Have A Claim

1. If the Insured Mobile is Lost or Stolen You must:
 - (a) contact Vodafone (777 or 0800 800 021) immediately to block the Insured Mobile and bar Your SIM to prevent unauthorised use; and
 - (b) 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
 - (c) contact Phonelnsure (0800 505 021 or vodafone.co.nz/phoneinsure/) immediately but no later than 48 hours after You realise the Insured Mobile is Lost or Stolen.
2. If the Insured Mobile is Damaged You must:
 - (a) contact Phonelnsure (0800 505 021 or vodafone.co.nz/phoneinsure/) within 30 days of the date of the Damage; and
 - (b) deliver the Insured Mobile to a Vodafone store for assessment (after removing Your SIM, any memory cards and any data or information held on the Insured Mobile); and
 - (c) 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 Phonelnsure; and
 - (b) give Phonelnsure any information or help Phonelnsure asks for; and
 - (c) agree Vodafone may give Phonelnsure access to any relevant information Vodafone 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 Phonelnsure and transferred to Insurance Claims Register Limited.
4. Phonelnsure will not:
 - (a) reimburse You for the cost of a replacement mobile device; or
 - (b) purchase a parallel imported or non-Vodafone approved mobile device on Your behalf;
 - (c) replace the Insured Mobile with a later model of such Mobile (unless Phonelnsure deems this the best way to settle Your claim).
5. If Your claim is dishonest or fraudulent in any way Phonelnsure may:
 - (a) decline the whole claim or part of it, and/or
 - (b) cancel Your Policy with immediate effect.
6. If the Insured Mobile or Accessory is recovered before or after Phonelnsure settles Your claim You must promptly inform Phonelnsure and make arrangements to surrender the recovered Mobile or Accessory to Phonelnsure. You agree Phonelnsure may recover from You all costs involved in honouring this.

Exclusions

1. This Policy does not insure the excess.
2. This Policy does not insure:
 - (a) any mobile device not supplied by Vodafone 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 On Account Contract SIM card.
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 Vodafone or PhoneInsure; 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 Vodafone or PhoneInsure.
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 Accidental Loss, Theft or Damage of the Insured Mobile.
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 Vodafone'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.

Conditions

1. If you update Your Insured Mobile from a supplier other than Vodafone You must tell Vodafone or PhoneInsure 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 PhoneInsure (or Vodafone).
5. Any information provided to PhoneInsure, 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 PhoneInsure may:
 - (a) cancel Your Policy and any other policies held with PhoneInsure; and/or
 - (b) decline the whole or part of any claim.
6. You must disclose to PhoneInsure any material fact when asked. If You do not PhoneInsure:
 - (a) may refuse to pay a claim; and/or
 - (b) may cancel Your policy; and/or
 - (c) can recover any amounts paid if PhoneInsure has already paid Your claim.

A material fact is any information that may result in a prudent underwriter amending the terms of a policy, including the premium or excess, or whether a policy would be issued.

Please ask PhoneInsure 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 PhoneInsure; 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 PhoneInsure'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 PhoneInsure choosing to not renew Your Policy
9. This Policy does not guarantee quality or performance of the Mobile or compatibility with any other product or 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 On Account Contract. The monthly premium for Your initial Policy will be included on Your On Account Contract monthly invoice. When You pay

Vodafone the premium PhoneInsure will provide You with the insurance cover stated in this Policy.

Renewal Policy

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

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

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

Provided that PhoneInsure may refuse to offer renewal of Your Policy with no notice where PhoneInsure has concerns about Your claim record but subject to PhoneInsure advising You of this in writing prior to the expiry of Your Policy.

If You fail to pay the monthly premium to Vodafone by the date specified by Vodafone on Your On Account 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 Vodafone.

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 Renewal Policy.

Changes to policy terms

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

PhoneInsure (and/or Vodafone) 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 PhoneInsure (and/or Vodafone) website and referring You to the site by text message, email, regular mail or by posting a message on Your On Account 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

PhoneInsure may choose not to offer renewal of Your Policy. PhoneInsure (and/or Vodafone) will provide You with at least ten days' notice if they will not be offering renewal of Your Policy.

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.

"Customer" means the customer of Vodafone stated in the On Account Contract: where the On Account 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 Vodafone to the Customer; and
- (b) which is used by You in connection with the On Account Contract; and
- (c) into which the On Account Contract SIM card is fitted 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 the SIM card).

For the purposes of (a) above, "supplied by Vodafone" includes:

- (i) any Mobile supplied to the Customer under warranty to replace the Insured Mobile supplied by Vodafone to the Customer; and
- (ii) any Mobile supplied to the Customer by PhoneInsure to replace the Insured Mobile supplied by Vodafone to the Customer; and
- (iii) any replacement Mobile that Vodafone 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.

"Mobile" means any mobile phone which is registered and approved for use on Vodafone'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 On Account Contract.

"On Account Contract" means the contract entered into between the Customer and Vodafone pursuant to which the Insured Mobile gains supply of mobile airtime and any related services on the Vodafone Network.

"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.

"Vodafone" means Vodafone New Zealand Limited (Company No. 927212). Vodafone's contact details are:

Head office: Smales Farm, 74 Taharoto Road, Private Bag 92143, Auckland 1142, New Zealand

Postal address: Private Bag 92161, Auckland 1140 Telephone: 0800 800 021 (from a landline) or 777 from Your Mobile

Website: vodafone.co.nz

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

"PhoneInsure" means:

- (a) Chubb Insurance New Zealand Limited (Chubb) as the insurer of Your Policy. Chubb's 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: chubb.com/nz

- (b) Marsh Limited (Marsh). Marsh has been appointed by Chubb to manage, administer and settle claims made under the Policy on our Chubb's. 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

The contact details for PhoneInsure are:

Telephone: 0800 505 021

Email: phoneinsure.nz@marsh.com

Complaints and Dispute Resolution

Where You have a complaint or dispute in relation to PhoneInsure, contact PhoneInsure on 0800 505 021 and provide them with the details of the issue concerning You. PhoneInsure will attempt to resolve the complaint or dispute.

If PhoneInsure is unable to do so, PhoneInsure will record details of the complaint or dispute and, depending on the nature, will as appropriate refer to Chubb or will escalate the matter within Marsh for resolution. 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.

Chubb and Marsh both take the concerns of its customers very seriously and has a detailed complaint handling and dispute resolution procedures that you may access, at no cost to you. The process is detailed below. To assist with your enquiries, please provide your claim or policy number (if applicable) and as much information you can about the reason for your complaint or dispute.

Stage 1 – Complaint Handling Procedure

If you are dissatisfied and wish to lodge a complaint, please contact us via:

Email: phoneinsure.nz@marsh.com.

Phone: 0800 505 021

Fax: +64 (9) 303 1909

Post: The Complaints Officer

Marsh PhoneInsure

PO Box 2221,

Auckland CBD 1140

Stage 2 – Dispute Resolution Procedure

If you are dissatisfied with the response to your complaint, you can advise that you wish to take your complaint to Stage 2 and referred to Chubb's dispute resolution team. Chubb's internal dispute resolution team can be contacted via:

Email: DisputeResolution.NZ@chubb.com

Phone: +64 (9) 377 1459

Fax: +64 (9) 303 1909

Post: Internal Dispute Resolution Service

Chubb Insurance New Zealand Limited

PO Box 734

Shortland Street

Auckland 1140

Stage 3 – 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 Ministry of Commerce & Consumer Affairs. If you are dissatisfied with our dispute determination or we are unable to resolve your complaint or dispute to your satisfaction within two months you may contact FSCL via:

Postal address: PO Box 5967, Lambton Quay, Wellington 6145
Telephone: 0800 347 257 (Call Free for consumers) or (+64 4) 472 FSCL (472 3725)
Facsimile: (+64 4) 472 3728
E-mail: info@fscl.org.nz
Web: fscl.org.nz

Please note if you would like to refer your complaint or dispute to FSCL you must do so within 2 months of the date of our dispute determination.

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

Fair Insurance Code

We are a member of the Insurance Council of New Zealand (ICNZ) and a signatory to ICNZ's Fair Insurance Code (the Code). The objectives of the Code are to establish high standards of service, promote confidence in the general insurance industry and improve relationships between insurers and their customers. Further information about the Code is available at icnz.org.nz and on request.

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 vodafone.co.nz

Insurer Privacy Statement

Chubb Insurance New Zealand Limited ("Chubb") is committed to protecting your privacy. Chubb collects, uses and retains your personal information in accordance with the principles in the Privacy Act 1993.

Personal Information Handling Practices

Collection, Use and Disclosure

Chubb collects 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, complaint or dispute.

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, to handle any claim, complaint or dispute 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, complaint or dispute.

We 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 Chubb 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.

Your Choices

In dealing with us, 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 our 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 our Privacy Officer using the contact details provided below.

How to Contact Us

If you would like to access a copy of your personal information, or to correct or update your personal information, or if you have a complaint or want more information about how Chubb is managing your personal information, 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

About Chubb, the Insurer

Chubb is the world's largest publicly traded property and casualty insurance company. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise 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 and other locations, and employs approximately 31,000 people worldwide.

Chubb's operation in New Zealand (Chubb Insurance New Zealand Limited) offers corporate Property & Casualty, Group Personal Accident and corporate Travel Insurance products through brokers. It leverages global expertise and local acumen to tailor solutions to mitigate risks for clients ranging from large multinational companies to local corporates.

More information can be found at chubb.com/nz

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

