

## SMARTPHONE OMNIUM Contractual Terms

### 1. DEFINITIONS

#### 1.1. Insurer:

Ethias SA, rue des Croisiers 24, 4000 Liège, insurance company authorized by the National Bank of Belgium, under number 0196;

#### 1.2. Policyholder/Proximus:

Proximus PLC under Belgian Public Law, Bd du Roi Albert II 27, B-1030 Brussels, company number 0202.239.951;

#### 1.3. Group Insurance:

the group insurance under number 45.355.642, which Proximus has concluded with Ethias, on behalf of beneficiaries;

#### 1.4. The Insured:

the beneficiary of the Group Insurance, namely the Private customer and the Business customer, as defined below:

- Private customer: the natural person who activates the Smartphone Omnium option on a mobile subscription (and the linked SIM card) for private customers, as found on the proximus.be website, and by doing so, joins the Group Insurance;
- Business customer: the natural or legal person who activates the Smartphone Omnium option on a mobile subscription (and the linked SIM card) for business customers, as found on the proximus.be website.

#### 1.5. Agreement:

the agreement that the Insured concludes with Proximus, as a result of which he joins and becomes a beneficiary of the Group Insurance;

#### 1.6. Insurance Broker:

SPB Benelux Ltd., Roderveldlaan 3, 2600 Berchem, registered with the FSMA under number 102042A, company number 0871.620.818, which acts as the claims handler in the name and on behalf of the Insurer;

#### 1.7. Logistics Partner:

CTDI Belgium Ltd., Rue de Liège(CO), 70 , 6180, Courcelles, company number 0507.614.658, which is responsible for the logistical follow-up of claims (e.g. repair and delivery of mobile devices);

#### 1.8. User:

the Insured and the spouse or partner of the Insured, the Insured's ascendants or descendants or the Insured's representatives, if the Insured is a legal person, who have the Insured's permission to use the Insured Device;

#### 1.9. Third Party:

all persons other than the Insured and the User;

#### **1.10. Insured Device:**

the User's new mobile telephone (smartphone), which meets the following conditions:

- at the latest thirty (30) days before the conclusion of the Agreement, it must have been purchased in Belgium and be the property of the User.
- at the time of the Claim, it must contain the Proximus SIM card linked to the mobile subscription on which the Smartphone Omnium option was activated by the Insured;
- thirty (30) days prior to the Claim, it must have been used at least fifteen (15) days with the mobile subscription on which the Smartphone Omnium option was activated by the Insured. This condition does not apply to mobile telephones that were purchased less than thirty (30) days prior to the Claim;

If it does not concern a new mobile phone (smartphone) of the User, but it was purchased in Belgium more than thirty (30) days before the conclusion of the Agreement and it is owned by the User, it must;

- still be covered by the original factory warranty at the time of activation of the Smartphone Omnium option;
- at the time of the Claim, it must contain the Proximus SIM card linked to the mobile subscription on which the Smartphone Omnium option was activated by the Insured;
- Since thirty (30) days prior to the Claim, also at least fifteen (15) days have been used with the mobile subscription for which the Smartphone Omnium option has been activated by the Insured.

There is a 30-day waiting period with actual use prior to the declaration of the claim, during which the device is not covered.

Proximus has the right to check that the SIM card, linked to the mobile subscription on which the Insured activated the Smartphone Omnium option, is being used in the Insured Device;

#### **1.11. Accidental, Material Damage:**

total or partial damage which:

- affects the proper functioning of the Insured Device;
- and is the result of a sudden, external and unforeseeable event, which is independent of the Insured Device;
- and is the exclusive cause of the damage to the Insured Device;

#### **1.12. Negligence:**

leaving the Insured Device in a place where it is not sufficiently protected against any foreseeable risk of fall damage, moisture damage, other damage or theft.

Using the Insured Device in a manner in which it is not or not sufficiently protected against any foreseeable risk of fall damage, moisture damage, other damage or theft.

This shall be understood to mean, among other things:

- the Insured Device being left in weather conditions such as rain, wind, hail, snow, storm or heat;
- the Insured Device being left unattended by the User;
- the Insured Device being left in a place in which it is visible from the outside (in premises, a home, a vehicle, a boat or an aircraft) or in a publicly accessible space;
- the Insured Device being used or placed in a bath (or on the edge of a bath) or in a shower (or on the edge of a shower);
- the Insured Device being put on the edge of a balcony/window or on the parapet/balustrade of a balcony/window;
- the Insured Device being put into a washing machine, dryer or dishwasher;

- the Insured Device being used while washing dishes;
- the Insured Device being charged in the immediate vicinity of running or still water.
- failure to comply with the user manual of the Insured Device, which, among other things, contains the operating instructions and the instructions for connection, installation and maintenance;

**1.13. Failure:**

total or partial damage which:

- affects the proper functioning of the Insured Device;
- is caused by an internal phenomenon of electrical, electronic, electromechanical or mechanical origin, which is dependent on the Insured Device;
- is not caused by wear and tear and which is not covered under the conditions of the manufacturer's warranty applicable to the Insured Device;

**1.14. Robbery with aggression:**

any threat or physical violence used by a Third Party with the aim of expropriating the Insured Device from the User;

**1.15. Burglary:**

the forcing open or partial or complete destruction by a Third Party of a lock or barrier of closed, covered premises, of a home or vehicle, with the aim of expropriating the Insured Device from the User;

**1.16. Pickpocketing:**

a deceptive act performed by a Third Party, consisting of filching and removing the Insured Device from the pocket of an item of clothing worn by the User or from a bag carried by the latter at the time of the theft, without any physical violence, threat or intimidation;

**1.17. Fraudulent use of the SIM card:**

calls, text messages and/or data traffic by a Third Party, during the period from when the Insured Device was expropriated until the blocking of the SIM card by Proximus;

**1.18. Claim:**

any unforeseen and sudden event, damage or theft reported by the User;

**1.19. Refurbished Device:**

a mobile telephone in an "as good as new" condition, with the same level of technical features (with the exception of characteristics such as colour, weight, size and design) and equipment (software) as a new device from the manufacturer (with the exception of packaging and aesthetic flaws). A Refurbished Device is covered by a three (3)-month warranty;

**1.20. Replacement Device:**

the device (new or refurbished) that the User receives in connection with a Claim covered by the Insurance;

**1.21 Repaired device**

The damaged Insured device that will be repaired. Once repaired, the device will be returned to the user;

**1.22. Europe:**

The countries of the European Union plus Switzerland, Norway and the United Kingdom;

### 1.23. **Vehicle:**

any vehicle (motorized or not) intended for travel on land, in water or in the air, such as a car, motorcycle, train, tram, boat, airplane...

## **2. AGREEMENT**

2.1. Smartphone Omnium is available as a subordinate, non-substantial option for customers who have concluded a contract with Proximus for a mobile telephony service (hereafter referred to as "General Terms and Conditions for Mobile Telephony Services"). The General Terms and Conditions for Mobile Telephony Services are available on [www.proximus.be](http://www.proximus.be). The General Terms and Conditions for Mobile Telephony Services also apply to Smartphone Omnium, more specifically with regard to such matters as the billing, payment, and amendment of the conditions of the service.

2.2. The Agreement consists of the General Terms and Conditions of the Mobile Telephony Service and the Contractual Terms. The Contractual Terms of Smartphone Omnium supplement the General Terms and Conditions of the Mobile Telephony Service. In the event of a contradiction between the above-mentioned documents, the Contractual Terms of Smartphone Omnium shall take precedence.

2.3. The Insured shall inform Proximus immediately of any change to the data on the basis of which the Agreement was established.

2.4. Smartphone Omnium affords the Insured a right to repair or replacement of the Insured Device.

## **3. COVER**

### **3.1. Covered Claims**

Smartphone Omnium covers claims involving the User's Insured Device resulting from:

- Accidental, Material Damage;
- Failure, both during and following the two-year legal warranty period. When the User calls on the services of the Insurance, he transfers the ownership of his device to the Insurer;
- Burglary;
- Robbery with aggression;
- Pickpocketing;
- Fraudulent use of the SIM card in case of Burglary, Robbery with aggression or Pickpocketing.

### **3.2. Non-covered Claims**

Claims involving the Insured Device fall outside the field of application of Smartphone Omnium, if:

- the Insured Device does not meet the conditions defined in Art. 1.10;
- the loss or damage is caused by a deliberate error or intent on the part of the User or any other person who is not a Third Party;
- the loss or damage is caused by Negligence on the part of the User;
- the loss or damage is caused by Burglary, Robbery or Pickpocketing carried out by the User or with the User's complicity;

- the loss or damage does not affect the proper functioning of the Insured Device, such as scratches, cracks, peeling and dents;
- the User is unable to provide the Insured Device to the Logistics Partner, except in the case of Burglary, Robbery with aggression or Pickpocketing;
- the User is unable to deliver the Insured Device to the Logistics partner as a result of loss caused by a reasonably foreseeable event;
- the IMEI identification number of the Insured Device cannot be verified;
- the loss or damage concerns the accessories, consumables and means of connection of the Insured Device, such as headphones, earpieces, handsfree kits, bags, pouches, keyboards, chargers, power supply units, additional cards, and cables;
- the loss or damage is caused when the Insured Device is entrusted to a repairer not appointed by the Insurance Broker (quote, repair costs, etc.);
- the loss or damage is caused through wear and tear/fault or not covered by the manufacturer's warranty of the Device or the battery;
- the loss or damage is caused by oxidation not arising from Accidental, Material Damage;
- the loss or damage relates to an established fault on a series of devices which, as a result, are recalled by the manufacturer;
- the loss or damage is caused by software viruses, hacking, electronic fraud or contamination;
- the loss or damage relates to the destruction or loss of a database, files or software used or stored on the Insured Device, along with the direct and indirect consequences thereof and the recovery and reinstallation of the databases, files or software;
- the loss or damage is caused when the Insured Device is in a moving or stationary Vehicle:
  - without the Vehicle being broken into and a theft occurring;
  - and/or the Insured Device was inside the Vehicle and visible from the outside;
- the loss or damage is caused by a Third-party's Vehicle;
- the loss or damage is caused by a civil or foreign war, an uprising or confiscation by the authorities or by an act of terrorism;
- the loss or damage is caused by natural disasters, flooding or other natural phenomena;
- the loss or damage is caused by ionizing radiation, radioactive contamination or radioactive properties;
- the loss or damage is caused by fire, a lightning strike, explosion or aircraft impact;
- the Claim relates to indirect damage and financial loss sustained by the User, during or as a result of the damage or loss.

### **3.3. Insurance coverage area**

The insurance cover is applicable worldwide.

## **4. CLAIM SETTLEMENT**

### **4.1. Replacement or Repair of the Insured Device**

#### **4.1.1. Smartphone Omnium as an option with a mobile subscription:**

If the User reports the Claim, as specified in the claims procedure (Article 7) and the Claim is covered, the Claim will be accepted within 24 hours of it being reported.

## REPAIR

In the event that the Claim is accepted **before 2 pm** and a repair can take place, the defective device can, in consultation with the User, be collected the same day at an address in Belgium chosen by the User.

If the Claim is accepted **after 2 pm** and a repair can take place, the defective device can, in consultation with the User, be picked up the next day at an address in Belgium chosen by the User.

Usually the repair takes place the day after collection. If, for whatever reason, this is not possible, the User will be informed.

The Repaired Device will be given on the day of the repair itself to the logistics partner who will return the device to the User the next day at an address chosen by the User located in Belgium.

### Repair

Claim accepted	Collection for repair*	Repair*	Return after repair *
Before 2 p.m	Today (D)	Day + 1	Day + 2
After 2 p.m	Day + 1	Day + 2	Day + 3

\* Repair only takes place on working days (Monday to Friday), except on public holidays

## REPLACEMENT

In the event that a Claim is accepted where, from the nature of the cause of damage, it appears that a repair is not possible, the User's device will be replaced.

If the Claim is accepted **before 4 pm**, the Replacement Device will, in consultation with the User, be delivered the next day to an address in Belgium chosen by the User.

If the Claim is accepted **after 4 pm**, the Replacement Device will, in consultation with the User, be delivered the day after tomorrow at an address chosen by the User located in Belgium.

### Replacement

Claim accepted	Replacement in Belgium
Before 4 pm	Day + 1
After 4 pm	Day + 2

\* Only takes place on working days (Monday to Friday), excluding holidays.

## DAMAGE OUTSIDE BELGIUM

For damage outside Belgium (but within the European borders), a Replacement Device will be delivered as soon as reasonably possible to an address in Europe chosen by the User.

#### 4.1.2. Additional provisions

In case of repair:

- the collection and return of an Insured Device in case of repair, can take place from Monday to Friday, from 10 a.m. to 6 p.m., except on public holidays.
- The User must have followed the necessary instructions (geolocation disabled, SIM card removed, data backup taken, removal of all accessories),
- The chosen address in Belgium or Europe must be accessible by car,
- The User must be present at the chosen address with the device at hand.

In case of replacement:

- The delivery of a Replacement Device can take place from Monday to Friday, from 10 a.m. to 6 p.m., except on public holidays,
- The chosen address in Belgium or Europe must be accessible by car,
- The User must be present at the chosen address.

In the event of a covered Claim outside Belgium, practical arrangements will be made with the User regarding the time and place of the replacement of the Insured Device.

In the event of replacement, the User undertakes to transfer the Insured Device to the Insurer, after which it becomes his property by operation of law.

In the context of a covered Loss, The Insured is regarded as the beneficiary of the delivered Replacement Device.

In the exceptional case that the Replacement Device is not in stock or in case of force majeure (such as war, insurrection, riots, civil unrest, acts of civil or military authorities, embargoes, explosions, strikes or social conflicts (including conflicts in which members of staff are involved), power outages (including those resulting from the implementation of an offload plan imposed by the government), floods, prolonged periods of frost, fire, thunderstorms or acts of third parties), the replacement time may be extended by five (5) days. The Insured will be informed about this.

In case the Replacement Device is not available because:

- the device in question is no longer commercially available;
- it is not possible to guarantee a reasonable delivery time for the Replacement Device;

the Insurance Broker will inform the Insured about this and make a proposal for compensation in the form of a voucher in the amount of the determined market value of the Insured Device on the date of the Claim. Upon acceptance of the proposal by the Insured, a voucher will be issued with a unique identification code, which is valid for six (6) months from the date of issue. The voucher can only be used in one time and exclusively in a Proximus point of sale or in the online webshop for the purchase of a smartphone or accessories. There is no refund or compensation for the unused value.

#### 4.2. Compensation for fraudulent use of the SIM card

In case of Fraudulent Use of the SIM card, compensation for damage of up to €1,500 will be paid via the Proximus bill.

### 4.3. Deductible

Where a Claim is covered, the Insured must pay a deductible dependent on the value of the Insured Device mentioned on the original purchase invoice or receipt, without taking account of price discounts:

Value of the Insured Device as mentioned on the original purchase invoice or receipt (incl. VAT)	Deductible per covered Claim (incl. VAT)
From €0 to €300	10 EUR
from €301 to €600	30 EUR
From €601 to €900	60 EUR
From €901 to €1200	90 EUR
From €1201 to €1400	120 EUR
From €1401 to €1600	140 EUR
From €1601 to €1800	160 EUR
From €1801 to €2000	180 EUR
From €2001	200 EUR

If the Insured is unable to present the original purchase invoice or receipt for the Insured Device, the value of the Insured Device will correspond to the determined market value of the Insured Device.

The amount of the deductible will be added to the Insured's next Proximus bill, after the Claim has been accepted.

### 4.4. Claims limit

The cover of the Insured Device is limited to two (2) covered Claims per year of coverage, i.e. the period between the entry into effect of the Agreement and its first annual expiration date, and thereafter the period between two successive expiration dates of the Agreement.

The intervention per Claim will in no way exceed the value of the Insured Device at the time of declaration.

The cover with regard to Fraudulent Use of the SIM card is limited to €1,500 per covered Insurance Claim, all taxes included.

## 5. INSURANCE PREMIUM

The insurance premium that the Insured has to pay to Proximus amounts to €12,99/month, taxes included. Said insurance premium is added to the Insured's Proximus bill every month.

The first monthly insurance premium will be calculated pro rata temporis, according to the number of actual insured days of the first month in question.



## 6. ENTRY INTO EFFECT, TERM AND TERMINATION OF THE AGREEMENT

### 6.1. Entry into effect

The Agreement enters into effect when the "Smartphone Omnium" option is activated on the Insured's mobile subscription and the linked SIM card, of the Insured, subject to the first monthly insurance premium having actually been paid.

### 6.2. Term

The Agreement is valid for an indefinite term from the date that it enters into effect.

### 6.3. Termination and change

The Insured can terminate the Agreement in writing at any time except during the first six (6) months. The termination enters into effect immediately. In case the Agreement is terminated during the first six (6) months, Proximus reserves the right to demand the payment of an early termination fee equal to the totality of the monthly insurance premiums due until the end of the first six (6) months of the Agreement.

Proximus may terminate the Agreement:

- subject to giving two (2) months' notice, at any time;
- without prior notice, if the Insured Device is used to commit a crime or fraud, whether directly or through proxies;
- subject to giving one (1) month's notice, if Proximus considers that the circumstances and the number of Claims are an indication that the User systematically fails to ensure that the Insured Device is protected against damage or theft;

The Agreement shall automatically end:

- if the monthly insurance premium is not paid by the Insured, cf. Article 5 of the Agreement, and the Insured fails to pay it by the deadline specified in the reminder;
- in case the Insured terminates Proximus' mobile subscription on which the Smartphone Omnium option was activated. In case Smartphone Omnium is terminated or changed, the agreement relating to the mobile subscription shall continue to apply unchanged;
- if the Insured's data, on the basis of which the Agreement was concluded, change, and the Insured does not inform Proximus of this immediately, cf. Article 2.3 of the Agreement.

6.4. Proximus may change the characteristics of Smartphone Omnium (e.g. its composition and price) and the Contractual Terms at any time, as specified in the General Terms and Conditions of the Mobile Telephony Service. In that case, the Customer's right to terminate the Agreement shall apply only to Smartphone Omnium, not to the mobile subscription.

## 7. CLAIMS PROCEDURE

7.1. The User must report the Insurance Claim to the Insurance Broker within 48 hours after becoming aware of it:

- 24/24 online: <http://www.proximus.be/smartphoneomnium>
- Email: [smartphoneomnium@spb.be](mailto:smartphoneomnium@spb.be)
- By telephone: 0800 90 790 - toll-free number for within Belgium;
  - International: +32 3 221 51 48;
- By letter: SPB Benelux Ltd. – Proximus Insurance, Roderveldlaan 3, 2600 Berchem.

Except in case of force majeure, any Claim made after a period of three (3) months from the date of the loss or damage will be inadmissible.

The User can report a Claim by phone, except on public holidays, from Monday till Friday, from 8 a.m. to 6 p.m. and on Saturday from 9 a.m. to 6 p.m.

The Insurer will base itself on the User's first statement to determine whether or not to grant compensation.

7.2. In case of Burglary, Robbery with aggression or Pickpocketing:

- the User must have a police report drawn up by the police of the location where the theft occurred or was discovered, setting out all details of the circumstances and the data of the stolen Insured Device;
- immediately after the Burglary, Robbery or Pickpocketing has been reported to the Insurance Broker, the Insurer reserves the right to block the Insured Device permanently and irrevocably.

In case of Accidental, Material Damage or Failure:

- the User shall not be entitled to repair his device himself, nor may he appoint a repair service of his choice.

in case of Fraudulent Use of the SIM card:

- the User must have his SIM card blocked no later than 24 hours after discovering the Burglary, Robbery with aggression or Pickpocketing.

### 7.3. Supporting documents

The User must present the following supporting documents:

In all cases:

- the claims form;
- details of the brand, colour, model, memory and IMEI number of the Insured Device;
- the original purchase invoice or receipt for the Insured Device;
- where a Claim has been rejected in the past, compensation may be granted in connection with a new Claim only if the Insured Device has been restored to its original condition. The User will have to present proof of this;

In case of Burglary, Robbery with aggression or Pickpocketing:

- a copy of the police report setting out in detail the circumstances and the details about the stolen Insured Device;

In case of Accidental Material Damage or Failure:

- a precise description of the circumstances of the Accidental, Material Damage or a description of the Failure of the Insured Device;

In case of Fraudulent Use of the SIM card:

- Proximus will establish the amount of the damage caused by the Fraudulent use of the SIM card (calls, text messages and data usage). If additional supporting documents are required, the Insurance Broker will request those from the User.

The Insurer and the Insurance Broker are entitled to ask for additional supporting documents if they deem this necessary to assess the validity of the claim for compensation.

7.4. When reporting a Claim, the User gives Proximus, the Insurer and the Insurance Broker express permission to check the IMEI number of the Insured Device and the active SIM card.

The User authorizes Proximus and the Insurance Broker to install, when the Smartphone Omnium option is activated and/or when the Claim is reported, an application required to help the User in connection with Smartphone Omnium.

The User expressly authorizes Proximus and the Insurance Broker to block usage of the Insured Device on any network following theft.

## **8. DISPUTES**

### **8.1. Correspondence**

Requests for information should only be made as follows:

- By email: [smartphoneomnium@spb.be](mailto:smartphoneomnium@spb.be);
- By telephone: In Belgium: 0800 90 790 (toll-free number)
  - International number: +32 3 221 51 48;
- By letter: SPB Benelux bv – Proximus Insurance, Roderveldlaan 3, 2600 Berchem

### **8.2. Complaints**

Any complaints about the management of a Claim may be addressed by letter to:

- SPB Benelux bv – Proximus Insurance, Roderveldlaan 3, 2600 Berchem
- or by email to [smartphoneomnium@spb.eu](mailto:smartphoneomnium@spb.eu);
- The Insurance Ombudsman, De Meeûssquare 35, 1000 Brussels
  - or by fax to 02 547 59 75
  - or by email to [info@ombudsman.as](mailto:info@ombudsman.as)

The filing of a complaint does not in any way affect the possibility to institute legal proceedings.

## **9. APPLICABLE LAW – JURISDICTION**

This Agreement is governed by Belgian law.

The Belgian courts have sole jurisdiction for any claims or disputes relating to the implementation or interpretation of this Agreement.

## **10. PROTECTION OF PRIVACY**

The User's personal data may be collected, both when the Agreement is concluded and during its implementation. The personal data relating to the User are incorporated in the files of Proximus.

The personal data may be processed for the following purposes:

- the implementation of this Agreement; in this context, the personal data may be shared with the Insurer, the Insurance Broker and the Logistics Partner. The User agrees that, for the purpose of the implementation of this Agreement, data may be processed on his use of mobile devices in the framework of his Proximus subscription for mobile services;

- customer administration;
- dispute management;
- the conducting of information and promotional campaigns related to the products and services of the Proximus group;
- customer profiling with a view to direct marketing;
- quality control;
- market studies.

The User can use MyProximus or contact the customer service to opt out from receiving commercial messages from Proximus.

After this Agreement has ended, Proximus may continue to process the User's data for conducting information and promotional campaigns unless the User opposes this by contacting the customer service.

Third parties working on Proximus' behalf may be given access to Proximus' files.

The User has the right to access and correct his personal data. For this, the User should send a signed and dated request with a copy of his identity card to Proximus' legal department, Bld du Roi Albert II, 27, 1030 Brussels.

The User's telephone calls to the Insurance Broker are recorded for use as proof.

For more information, the User can consult Proximus' privacy policy on [www.proximus.be](http://www.proximus.be).

## **11. DISTANCE SELLING**

If you sign a contract from a distance or outside the premises of Proximus or those of its authorized sales agents and you are a consumer or a business customer with maximum 5 numbers/lines, you accept the following clauses:

- You are entitled to withdraw from the contract, without payment of a penalty and without giving any reason, within 14 calendar days of the day following the conclusion of the services contract, by calling 0800 55 800 or surfing to [proximus.be/cancel](http://proximus.be/cancel);
- In case of withdrawal from a service, you will be required to pay an amount proportional to the part of the service already provided.
- Proximus will refund you the amounts due within 14 calendar days of receiving the notification of withdrawal.
- You agree that the provision of services can commence before expiry of the withdrawal period and that in case the service was carried out completely during the withdrawal period, you will not be entitled to withdraw from your purchase.