

## YOUR POLICY



### THE PERIOD OF INSURANCE

#### WHEN INSURANCE COVER STARTS AND ENDS

Insurance cover under this Policy starts from the date of the start of Your Monthly Contract and continues until the earlier of:

- ❑ You end this Policy. You can do this at any time by advising Teleco Insurance in writing and the cancellation will be effective from the day We receive Your advice;
- ❑ We end this Policy. We can do this at any time by giving You 30 days written notice to the most recent address recorded in Your Monthly Contract;
- ❑ We end this Policy as stated in the 'Conditions' below;
- ❑ You sell, lend or give away Your Mobile Phone;
- ❑ Your Monthly Contract ends.

### CONDITIONS

Insurance cover under this Policy is suspended during any period You are in arrears with Your Monthly Contract.

We are entitled to avoid this Policy from when it started or end it and not pay any claim if You are in arrears with Your Monthly Contract and if You, or anyone acting on Your behalf, makes a claim or any statement in support of a claim knowing or suspecting the claim or statement to be dishonest, untrue or incorrect.

If You file a claim with Us, You will do so through Our claims managing agent. You agree that any relevant information We Telecom Mobile Limited or Our claims managing agent collect or hold about You may be shared between any of Us for the purpose of assessing Your claim.

This policy may be amended by Us at any time by giving You at least 30 days notice in writing which includes posting the new terms on Our website and referring You to the site by text message.

### CLAIMS PROCEDURE

If You wish to make a claim under this policy call 0800 MOB INS (0800 662 467), You may be required to complete a claim form.

You must provide all information and documents requested.

If the claim is for a lost or stolen Mobile Phone, You must immediately upon realising that Your Mobile Phone is missing, report the loss to the Police and request Telecom Mobile Limited to block the use of Your Mobile Phone and log its ESN as lost or stolen by calling Telecom on 0800 800 163.

### GENERAL

All amounts referred to in this Policy are in New Zealand dollars and GST inclusive, and any claims paid are, or will be, in New Zealand dollars.

This Policy is issued in New Zealand. It is governed by New Zealand law. Any dispute or difference must be brought and heard in New Zealand.

You cannot assign this Policy. We can assign this Policy. We will tell you if We do this.

In arranging this Policy, Telecom Mobile Limited is acting as Our agent and will receive a fee for doing so.

We will write to You confirming Your Policy with us, including the Policy number and the Mobile Phone which this policy relates to.

#### Teleco Insurance Rating

Teleco Insurance (New Zealand) Limited received a Standard and Poors rating of BBB+/Stable/- (for both financial strength and counterparty credit) on 10 February 2006. This rating agency is approved by the Registrar of Companies and Our rating is reviewed annually.

The rating scale is: AAA - Extremely Strong; AA - Very Strong; A - Strong; BBB - Good; BB - Marginal; B - Weak; CCC - Very Weak; R - Regulatory Action. Plus (+) or Minus (-) signs following "AA" to "CCC" ratings indicate relative standings within the rating group.

## Your Policy

### Policy for mobile insurance



Telecom

Telecom

This Policy is between You (the Customer) and Us (Teleco Insurance (NZ) Limited).

Cover under this policy is only extended to Mobile Phones purchased as new and connected to a Telecom Mobile Limited monthly plan contract ("Monthly Contract").

To be entitled to cover under this Policy You must first:

- ❑ Be a current Mobile Phone Customer of Telecom Mobile Limited under a Monthly Contract with Telecom Mobile Limited;
- ❑ Own the Mobile Phone and use it in connection with the Monthly Contract;
- ❑ Be up to date with what You are required to pay (including premium) under Your Monthly Contract; and
- ❑ Have taken all reasonable precautions to prevent Your Mobile Phone from being stolen or any loss or damage happening to it.

For the purposes of this Policy "Mobile Phone" includes the handset, battery and battery charger. It does not include any accessory not provided in the original box.

SECTION A

MOBILE PHONE COVER

If Your Mobile Phone is lost, accidentally damaged or stolen, anywhere in the world during the Period of Insurance, We will at Our option either repair it or replace it with the same or a similarly featured Telecom network approved model.

SECTION B

UNAUTHORISED CALLS & OVERSEAS RENTAL COVER

If You have a valid claim under Section A We will also reimburse You up to:

- ❑ \$1,000 for unauthorised calls made in New Zealand from Your Mobile Phone, that You are liable to pay, while Your Mobile Phone remains lost or stolen, provided You have reported Your Mobile Phone lost or stolen to Telecom and the Police as soon as You realised it was missing; and/or
- ❑ \$500 for the cost of hiring an equivalent mobile phone for up to 14 days if Your Mobile Phone is lost, stolen or accidentally damaged while You are away from New Zealand.

EXCESS

You must pay the first \$85 of the cost of any claim You make.

PREMIUM

The Premium payable is recorded in Your Monthly Contract. It is payable at the same time as other services You are required to pay under Your Monthly Contract and on the same terms.

WHAT IS NOT COVERED

We will not pay anything under this Policy if:

- ❑ Your Mobile Phone is left unattended in the open air or in any public place;
- ❑ Your mobile phone is stolen or intentionally damaged by Your spouse, partner, relatives or people who You live with;
- ❑ Damage is caused by wear and tear, depreciation or gradual deterioration as a result of ordinary use or operation;
- ❑ Damage is caused by condensation, dampness or moisture (other than sudden and accidental liquid damage);
- ❑ You can claim for the loss or damage from any manufacturer or supplier;
- ❑ The loss or damage is caused by, or contributed to by war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalization, 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 nuclear weapons material or ionizing radiation, contamination, radioactivity from any nuclear fuel or nuclear waste, or from the combustion of nuclear matter;
- ❑ The loss, damage or theft happened after You gave, lent or sold the Mobile Phone to someone else (unless You are a company and You have more than one mobile phone insured with Us and one of those phones was given or lent to a full time employee of Your company);
- ❑ The Mobile Phone has become technically obsolete due to changes in technology;
- ❑ What has happened is due to faulty repair, faulty servicing, faulty maintenance or inherent defect.