



TELCO

# UBT Phone Insurance **TERMS & CONDITIONS**



W H A T E V E R   Y O U R   B U S I N E S S ,   U B T   C A N   H E L P

U B T   I T   &   T   S E R V I C E S

For enquiries contact the OneSupport Helpdesk 0800 66 33 62

## Contents

1. Protecting Your Mobile
2. What are you covered for?
3. Looking after Your Mobile
4. Things you need to know
5. Six Tips to help keep your mobile safe
6. What is the cost and cover limit?
7. What to do if you need us
8. UBT Phone Insurance Policy Terms & Conditions



# 1. Protecting your mobile

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

Fortunately, UBT Phone Insurance is a free insurance policy that provides cover in the event of damage, theft, or loss of your mobile in New Zealand and also when you have taken your mobile temporarily overseas whilst travelling. The following summary must be read together with terms and conditions set out in section 8.

Please read the terms & conditions carefully to see the details of what is and what is not covered under UBT Phone Insurance, including the full list of exclusions and conditions, and ensure that you keep this document in a safe place for future reference. It is the UBT Phone Insurance Policy Terms and Conditions set out at in section 8. that govern cover, not what is set out in this summary.

For enquiries contact the OneSupport Helpdesk 0800 66 33 62

## 2. What are you covered for?

UBT Phone Insurance will help protect you in the event of...

- Loss, theft, accidental or malicious damage (except by you or someone acting with your knowledge, consent or involvement) of your mobile, supplied by UBT New Zealand, by repair or replacement.
- Loss, theft or damage of accessories that you've purchased from UBT New Zealand and use with your mobile by repair or replacement.

### Other important benefits include:

- If your mobile sustains damage, we will, at our option firstly attempt to repair your mobile with new or refurbished parts if it is economically viable for us to do so.
- If your mobile sustains damage, where your mobile is not

repaired we will, at our option, either:

- Replace your mobile with a refurbished mobile of similar specification if available, or
  - Where a refurbished mobile is not available, replace your mobile with a new mobile of similar specification.
- If your mobile is lost or stolen we will, at our option:
    - Replace your mobile with a refurbished mobile of similar specification if available, or
    - Where a refurbished mobile is not available, replace your mobile with a new mobile of similar specification.

Please refer to section 8 of this booklet for further details.

### What's excluded?

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

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



## 3. Looking after your mobile

- When your mobile and/or accessories are not on you and are exposed to loss, theft or damage by failing to take reasonable efforts to guard against such loss, theft or damage

A full list of exclusions is set out in the Policy Terms and Conditions detailed on in section 8.

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 through neglect – 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.

For enquiries contact the OneSupport Helpdesk 0800 66 33 62

## 4. Things you need to know

### Questions and answers

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

A. No. You can't purchase this insurance as it is offered free but only applies if you are an account contract customer and in the following circumstances:

You chose a Silver, Gold or Platinum plan at the same time you signed up for the mobile phone; or

You have been rolled over onto a Silver, Gold or Platinum plan as part of the capped plan roll out; or

6 months after any upgrade to any of the Silver, Gold or Platinum plans.

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

Is not available to customers using non UBT SIM cards at the time of the loss, theft or damage.

Only applies to a single mobile and the accessories that came with

that mobile.

Is not available to cover a mobile you purchased from any other mobile provider, supplier or manufacturer other than UBT New Zealand.

Is not available to you to cover mobile accessories you purchased from any other mobile provider, supplier or manufacturer other than UBT New Zealand.

Is not available to end users different to those on UBT record relating to the IMEI number of the device.

**Q. Can my policy be cancelled by UBT?**

A. Yes. Your policy may be cancelled by the UBT Phone Insurance team without prior notice.

Your insurance cover will also terminate on the date:

The account contract for your

mobile is terminated for any reason; or

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

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

A. No. As this insurance is a free offer from UBT, we may change or update the terms and conditions of your policy from time to time without notice. If we make any such changes, the policy will be updated in the term and conditions and the latest copy is available upon request.

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

A. If your mobile is lost, stolen or damaged whilst overseas, please contact the UBT helpdesk of that country for a loan device. On return to New Zealand, a claim

must be lodged with the UBT Telco team within within 7 days.

Note: UBT will not cover any expenses occurred for loan devices.

**Q. What is a refurbished mobile?**

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



## 5. Six tips to 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 UBT Phone Insurance customer, if you can tell us this number we can stop the mobile being used on the network, even with a new SIM card.

**2. Set up and use your mobile security 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).

**3 Label your mobile** – mark your mobile and battery or data card with something to identify it as yours. If they're easy to identify they're less desirable to someone else.

**4. Be aware of snatchers** – always be aware of your surroundings when using your mobile in a public place.

**5. Don't tempt thieves:**

- When out and about, keep your mobile on you rather than in a handbag or jacket placed somewhere else.
- If you leave your mobile in your car, keep the car locked and the mobile out of sight.
- Even in places familiar to you, such as your workplace, keep your mobile with you or in a secure place out of sight.
- Don't take your mobile with you when you are swimming at the beach

or in a pool. Leave your mobile at home or locked and out of sight in your car.

**6. Prevent liquid damage – your mobile is sensitive to moisture so don't:**

- Use it in damp or wet atmospheres, eg; Bathroom
- Hold it against your ear if you have wet hair
- Have it close to your body when you exercise
- Leave it somewhere like a windowsill where there are big temperature changes and condensation
- Take it with you swimming

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



## 6. What is the cost & cover limit?

**There is no fee for UBT Phone Insurance but it only applies if you are an account contract customer and in the following circumstances:**

- You chose a Silver, Gold or Platinum plan at the same time you signed up for a mobile phone; or
  - You have been rolled over onto a Silver, Gold or Platinum plan as part of the capped plan roll out; or
  - 6 months after any upgrade to any of the Silver, Gold or Platinum plans.
- Only applies to a single mobile and the accessories that came with that mobile.
  - Is not available to cover a mobile you purchased from any other mobile provider, supplier or manufacturer other than UBT New Zealand.
  - Is not available to you to cover mobile accessories you purchased from any other mobile provider, supplier or manufacturer other than UBT New Zealand.

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

- Is not available to customers using non UBT sim cards at the time of the loss, theft or damage.

UBT Phone Insurance is limited to two claims per contract term per connection.

## 7. What to do if you need us

If your mobile is...

### Stolen or lost

- 1. Block it:** Call Vodafone Customer Services on 0800 800 021 or the UBT Helpdesk on 0800 66 33 62, as soon as possible, to block your mobile and bar your SIM card.
- 2. Report it:** You must report it to the police within 48 hours. Obtain a police report reference number to use with your claim.
- 3. Claim it:** Lodge your claim with UBT via email: [phones.nz@ubteam.com](mailto:phones.nz@ubteam.com) or call the UBT Telco team on 0800 66 33 62, within 48 hours, to initiate your claim.

### Maliciously damaged

- 1. Report it:** You must report it to the police within 48 hours. Obtain a police report reference number to use with your claim.
- 2. Claim it:** Lodge your claim with UBT via email: [phones.nz@ubteam.com](mailto:phones.nz@ubteam.com) or call the UBT Telco team on 0800 66 33 62, within 48 hours, to initiate your claim.

### Accidentally damaged

- 1. Claim it:** Lodge your claim with UBT via email: [phones.nz@ubteam.com](mailto:phones.nz@ubteam.com) or call the UBT Telco team on 0800 66 33 62, within 48 hours, to initiate your claim.

Note: Before delivering a damaged handset to UBT Telco 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.

## 8. Phone Insurance Policy Terms & Conditions

This section sets out the terms and conditions of the UBT phone insurance so it is important you keep it in a safe place. The terms and conditions confirm that cover is in place, and govern the legal agreement between You and Us and is the basis under which claims are processed.

### Information about UBT

In this document, "We", "Us", "Our" means UBT New Zealand.

Our contact details are:

UBT Telco:

25 Aintree Ave, Airport Oaks,  
Auckland 2022

Postal address:

PO Box 53013, Auckland Airport,  
Auckland 2150

Telephone: +64 800 66 33 62

Facsimile: +64 800 66 33 61

Email: [phones.nz@ubteam.com](mailto:phones.nz@ubteam.com)

### Definitions

1. **"Accessory"** means associated equipment used in connection with your mobile including, but not limited to, battery chargers and memory cards but excludes car kits. "Accessories" has the corresponding meaning.
2. **"Accident"** means a known and identifiable but unintended sudden and unforeseen event. "Accidental" has the corresponding meaning.
3. **"Accidental Damage"** means physical damage or destruction of the mobile caused by an Accident.
4. **"Customer", "You", "Your"** means the customer of UBT New Zealand and includes any adult authorised by that customer to use the mobile.
5. **"Damage"** means Accidental Damage and/or malicious damage or destruction.
6. **"Loss"** means the sudden and unforeseen physical loss of the Mobile. "Lost" has the corresponding meaning.
7. **"Mobile"** means the Standard Handset, BlackBerry or Smartphone which:
  - a. is registered and approved for use by UBT; and
  - b. is used by you in connection with account contract; and
  - c. is used with your SIM card at the time the event giving rise to any claim occurred (as determined by UBT's records which capture the IMEI [International Mobile Equipment Identity number] of the mobile through your SIM card);
  - d. has not been modified or repaired, other than by a UBT authorised repairer; and



# TELCO Phone Insurance

For enquiries contact the OneSupport Helpdesk 0800 66 33 62

- e. is not a tablet or net book.
8. **“Month”** means the period of your billing cycle applicable to your account contract.
9. **“Account Contract”** means the contract entered into between You and UBT pursuant to which Your Mobile gains supply of mobile airtime and any related services.
10. **“UBT Phone Insurance Team”** means the dedicated Telco team at UBT.
11. **“Refurbished Mobile”** means a Mobile that has been returned to the manufacturer and then inspected, tested, and restored to full working condition.
12. **“Standard Handset”** means any Mobile that does not have data access ie: emails.
13. **“Smartphone”** means any mobile that has data access and is connected to BES or Fusion software. Eg; BlackBerry.
14. **“Theft” or “Stolen”** means the illegal taking of possession of

the Mobile with the intention of permanently depriving the Customer of that Mobile.

15. **“Unattended”** means a situation where You do not have possession or control over the Mobile and, where, as a result, the Mobile is exposed to and not reasonably protected from Loss, Theft or Damage.
16. **“Unauthorised Usage”** means charges for TXT, calls or data incurred by You as a direct result of Loss or Theft of Your Mobile.
17. **“We”, “Us”, “Our” or “Ours”** means UBT New Zealand.

## Effective Dates

This insurance is effective from:

- The time of purchase if the original capped plan is either Silver, Gold or Platinum; or
- The date of roll over from the Talkzone 40/29.95 to a Silver, Gold or Platinum capped plan; or
- 6 months after any upgrade to

any Silver, Gold or Platinum plan.

## Insuring Clauses

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

### Clause 1: Loss, Theft or Damage

We will indemnify You against the cost of repairing or replacing Your Mobile or Accessory used with that Mobile which has sustained Loss, Theft or Damage not otherwise excluded under this policy, and which occurred during the Period of the effective dates set out above and provided that the Loss, Theft or Damage has been reported by You to UBT within forty eight (48) hours of You becoming aware of such Loss or Theft.

### Clause 2: Unauthorised Usage

We will not cover expenses incurred as a result of Unauthorised Usage as a result of Loss or Theft of Your Mobile.

### Clause 3: Overseas Temporary

## Rental

We will not reimburse You the cost of temporary rental charges for a replacement mobile under Insuring Clause 1 of this policy, as a result of Loss, Theft or Damage of Your Mobile outside New Zealand.

## Exclusions

1. In respect of all claims in connection with Your Mobile and Accessories, each contract period shall commence on the first successful claim made and shall start again on the anniversary of that first claim.
2. We will not be liable under this policy for claims in respect of Your Mobile or Accessories that exceed the limitations below.
  - a. We will not meet more than two (2) valid claims within any 24 month period.
  - b. We will not supply any replacement:
    - i. Mobiles which retail for more than \$1,500;
    - ii. Accessories which retail for more than \$150.
3. We do not provide You with any insurance cover:
  - a. For devices on a 'Plan for Gran' (0/80) plan.
  - b. For devices other than Mobiles or Smartphones. (Tablets and Net books are excluded.)
  - c. In respect of any Loss, Theft or Damage caused by or arising from any intentional act or omission by You or anyone acting on Your behalf.
  - d. If the Mobile is left Unattended whether out of Your sight or not, in any public place or a place to which persons not authorised to use the Mobile have regular access (including and not limited to Your workplace).
  - e. If the Mobile is left Unattended in any property, place or premises. This includes and is not limited to any aircraft or water borne vessel.
  - f. In respect of manufacturing faults, wear and tear, gradual deterioration, slowly developing flaws, corrosion or latent defect, or damage caused by dampness of the atmosphere or by normal variations in atmospheric temperature;
  - g. If You do not take all reasonable precautions to prevent the Theft of, Accidental Loss of, or Damage to the Mobile;
    - i. In respect of Accidental Loss or Damage where You can claim it from any manufacturer or supplier;
    - ii. In respect of Damage due to:
      1. The failure to follow the manufacturer's instructions;
      2. The use of accessories or software not approved by the manufacturer;



## TELCO Phone Insurance

For enquiries contact the OneSupport Helpdesk 0800 66 33 62

- 3. Incorrect connections of signal leads or application of incorrect electrical supply, power surge or fluctuation; or
- 4. 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.
- h. If the Mobile is used in connection with a non UBT SIM card at the time of the accidental Loss, Theft or Damage;
- i. For the replacement of or repairs to the Mobile or unauthorised modifications resulting from anything other than Damage, Theft or Loss, or
  - j. In respect of any content that You had uploaded or downloaded onto the Mobile e.g. music tracks, videos, ringtones, applications, or in respect of other data stored on the Mobile; where the Mobile is damaged by or its functionality impaired by any content You upload or download to the Mobile.
  - k. The Loss, or Damage is caused by, or contributed by:
    - i. 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
    - ii. Nuclear weapons material or ionising radiation, contamination, radioactivity from any nuclear fuel or nuclear waste, or from the combustion of nuclear matter.
  - l. For the cost of:
    - i. Repairs, refurbishment or replacement required due to fair wear and tear including, but not limited to, scratching, marking, chipping or cosmetic damage of any kind to appearance of the Mobile;
    - ii. Any call charges incurred on temporary rental equipment;

- iii. Any data, software or games stored on the Mobile, SIM card, memory card, or any other storage device or media used with the Mobile.

### General Conditions

1. You must take all reasonable precautions to protect the Mobile from Loss, Theft and Damage and shall maintain the Mobile in a proper state of repair.
  2. If We honour a claim by supplying a replacement Mobile, once You have broken the security seal of the packaging, (if applicable), or activated and used that Mobile for any data, TXT, PXT or voice transmissions, the Mobile cannot be returned.
  3. Signatories of device user and Account Holder/Business owner to be included on the claim form.
  4. To prevent claims being made unfairly, We reserve the right not to honour any claim if You do not notify the UBT Phone Insurance Team within 10 days of the date the Mobile was Lost, Damaged or Stolen.
  5. Changes to Your policy: We may change or update the terms and conditions of Your policy from time to time. If We make any such changes, We are not bound to give any prior written notice.
  6. Fraud, Misrepresentation, Non-disclosure and Duty of Disclosure
    - i. If You or someone authorised by You acting for You provide false, fraudulent or misleading information relating to a claim then Your policy will be cancelled by the UBT Phone Insurance Team; You will be liable to repay benefits already supplied to You under this policy; and You may be prosecuted.
    - ii. When You report the Theft or Loss of the Mobile, UBT will disable the SIM card and Mobile to prevent unauthorised use.
    - iii. If You recover the Mobile before or after We honour Your claim, You must promptly inform Us and make arrangements to surrender the recovered Mobile to Us. The UBT Phone Insurance Team reserve the right to recover all costs involved in honouring Your claim if You fail to do so.
    - iv. To help the UBT Phone Insurance Team decide whether to insure You and under what conditions or whether to honour a claim, You need to:
      - a. Tell the UBT Phone Insurance Team any facts that may affect Our decision, whether or not a specific question is asked; and
      - b. Ensure that You have provided complete, accurate and relevant information.
- Please ask the UBT Phone Insurance Team if You are unsure what information is relevant. If You do not tell Us all relevant facts, We may refuse to honour a claim or even cancel Your insurance.





# TELCO Phone Insurance

For enquiries contact the OneSupport Helpdesk 0800 66 33 62

## 7. Basis of Settlement:

We will, at Our option, indemnify You:

### (i) Under Insuring Clause 1:

- a) Where Your Mobile sustains Damage, domestically or whilst you are travelling overseas:

1. By firstly attempting to repair Your Mobile with new or refurbished parts if it is economically viable for Us to do so.

2. Where Your Mobile is not repaired We will, at our option, either:

a. Replace Your Mobile with a Refurbished Mobile of similar specification if available; or

b. Where a Refurbished Mobile is not available,

replace Your Mobile with a new Mobile of similar specification.

- b) If Your Mobile has been Lost or Stolen, domestically or whilst you are travelling overseas, We will, at Our option:

1. replace Your Mobile with a Refurbished Mobile of similar specification if available; or

2. Where a Refurbished Mobile is not available, replace Your Mobile with a new Mobile of similar specification.

- c) If an Accessory used with Your Mobile is Damaged, Lost or Stolen, we will replace it with an Accessory of similar specification if available.

Provided always that Our liability under Insuring Clause 1 will not exceed the cost to Us of providing to You equipment, which in Our opinion is equipment of similar specification.

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

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

1. Reimburse You for the cost of a replacement Mobile that has been

purchased from another supplier;

2. Purchase a parallel imported Mobile on Your behalf from an importer, wholesaler or retailer.

3. Accept a voucher in regards to upgrades.

ii) When upgrades are allowed

In the event that a Refurbished Mobile of similar specification as the Mobile claimed on is unavailable, UBT reserve the right to select a replacement that is an upgrade

(iii) Contribution from other Insurers

If, at the time You suffer Loss, Theft or Damage to Your Mobile and Accessories which are the subject of a claim under this policy, there exists any other insurance pursuant to which You would be entitled to seek indemnity, You must

notify Us immediately of its existence and provide to Us a copy of the relevant policy documents. No indemnity will be provided under this policy if You have already been indemnified for the Loss, Theft or Damage to Your Mobile and Accessories from another source.

### Claims Procedure

To lodge a claim You can call the UBT Helpdesk on 0800 66 33 62 or alternatively you can email [phones.nz@ubteam.com](mailto:phones.nz@ubteam.com)

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

#### 1. Loss, Theft or Damage:

You must call Vodafone Customer Services on 0800 800 021 or the UBT helpdesk on 0800 66 33 62 to block Your SIM card within 48 hours of You becoming aware of the Theft or Loss. You remain responsible for Your monthly account settlement including Unauthorised Usage costs upon cancellation of Your SIM card.

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

#### 2. Accidental Damage:

Contact the UBT Telco Team on 0800 66 33 62 or alternatively you can email [phones.nz@ubteam.com](mailto:phones.nz@ubteam.com)

### Complaints and resolving disputes

Where You have a complaint or dispute in relation to UBT Phone Insurance or the services You have received from Us, contact the UBT Customer Care Team on 0800 66 33 62 and provide them with the details of the issue concerning You. They will attempt to resolve the complaint or dispute. If they are unable to do so, they will record details of the complaint or dispute and, depending on the nature, will as appropriate escalate the matter within UBT for resolution.



W H A T E V E R   Y O U R   B U S I N E S S ,   U B T   C A N   H E L P

UBT NZ OFFICE  
PO BOX 5206, TERRACE END  
PALMERSTON NORTH 4441  
NEW ZEALAND  
ALL ENQUIRIES  
[onesupport.nz@ubteam.com](mailto:onesupport.nz@ubteam.com)  
0800 66 33 62



OFFICES IN  
AUSTRALIA | ARGENTINA | CARIBBEAN | NEW ZEALAND | NORTH AMERICA | UNITED KINGDOM

© Copyright Universal Business Team Ltd 2012

No part of this publication may be copied, reproduced, scanned, or stored in any electronic database, whether in whole or in part, in any form or by any means. Universal Business Team will not hesitate to take appropriate legal action if its rights in this respect are infringed.

This UBT Phone Insurance Terms & Conditions is provided as a useful resource. While we are confident in the products and services, you need not purchase them and should make your own enquiries and determine what is suitable for your circumstances. Although every effort has been made to provide accurate and up to date information, in issuing the document, no obligation is assumed to keep it up to date, nor is any liability assumed for the contents or for the performance of any products and services acquired or their pricing and no endorsement or guarantee is made or intended of anything in this Brochure by any UBT entity or by any officer, employee, agent or representative thereof.

U B T   I T   &   T   S E R V I C E S