

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 bvba, Coebergerstraat 49a, 2018 Antwerp, 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:

Dynasure BV, VAT NL 822497104B01, which is responsible for the logistical follow-up of claims (e.g. stock management, delivery of mobile devices, etc.);

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, which meets the following cumulative conditions:

- at least 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;
- 30 days prior to the Claim, it must have been used at least 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 30 days prior to the Claim.

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 publically 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 of the Insured Device;
- is not caused by wear and tear.

1.14. Robbery:

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 color, 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-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. Europe:

The countries of the European Union plus Switzerland and Norway.

1.22. **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, etc.

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. 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.

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;
- Pickpocketing;
- Fraudulent use of the SIM card in case of Burglary, Robbery 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 or Pickpocketing;
- 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 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 of Insured Device

4.1.1. Smartphone Omnium as an option with a mobile subscription for private customers

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.

The day after the Claim has been accepted, the Insured Device will be replaced by a Replacement Device at an address in Belgium or Europe chosen by the User.

Where necessary, the SIM card will also be replaced in Belgium.

4.1.2. Smartphone Omnium as an option with a mobile subscription for business customers

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.

If the Claim is accepted before 3 p.m., the Insured Device can be replaced by a Replacement Device on the same day at an address in Belgium chosen by the User or on the following day at an address in Europe chosen by the User.

If the Claim is accepted between 3 p.m. and 6 p.m., the Insured Device can be replaced the following day by a Replacement Device at an address in Belgium or Europe chosen by the User.

Claim accepted	Replacement in Belgium	Replacement in the EU
Before 3 p.m.	The same day	The following day
Between 3 p.m. and 6 p.m.	The following day	The following day

Where necessary, the SIM card will also be replaced in Belgium.

4.1.3. Additional provisions

The replacement of an Insured Device by a Replacement Device can take place from Monday to Saturday, from 8 a.m. to 10 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 and, where applicable, with the Insured Device at hand.

In the case of a covered Claim outside Europe, practical arrangements will be made with the User with regard to when and where the Insured Device should be replaced.

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 days.

Where a Claim is covered, the Insured Device will automatically become the Insurer's property.

Where a Claim is covered, the Insured will be considered as the beneficiary of the delivered Replacement Device.

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 1500	120 EUR
From €1501 to 1800	150 EUR
From €1801	180 EUR

If the Insured is unable to present the original purchase invoice or receipt for the Insured Device, the value of the Insured Device shall correspond to the initial selling price of the Insured Device, as determined by independent sources (GFK).

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 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 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/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, 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 months. The termination enters into effect immediately. In case the Agreement is terminated during the first six 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 months of the Agreement.

Proximus may terminate the Agreement:

- subject to giving two 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 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:

- By letter: SPB Benelux bvba – Proximus Insurance, PB32, Quellinstraat 6, 2018 Antwerp;
- By telephone: 0800 55 800 - toll-free number for within Belgium;
- International: +32 475 15 6030;
- By e-mail: smartphoneomnium@spb.eu;
- Via the Internet: <http://www.proximus.be/smartphoneomnium>.

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

The User can report a Claim from Monday to Saturday, from 8 a.m. to 6 p.m., except on public holidays.

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 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 SIM card and the Insured Device will be definitively and irrevocably blocked.

In case of Accidental Material Damage or Failure:

- the User shall not be entitled to repair his device, 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 or Pickpocketing.

7.3. Supporting documents

The User must present the following supporting documents:

In all cases:

- the claims form;
- details of the brand, color, 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 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 letter: SPB Benelux bvba – Smartphone Omnium, PB32, Quellinstraat 6, 2018 Antwerp;
- By telephone:
 - o In Belgium: 0800 55 800 (toll-free number)
 - o International number: +32 475 15 6030;
- By e-mail: smartphoneomnium@spb.eu.

8.2. Complaints

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

- SPB Benelux bvba – Proximus Insurance, PB32, Quellinstraat 6, 2018 Antwerp or by e-mail to smartphoneomnium@spb.eu;
- The Insurance Ombudsman, De Meeûsquare 35, 1000 Brussels or by fax to 02 547 59 75 or by e-mail to 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.

9. 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, Bd 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.

10. 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;
- 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.