

**“SMARTPHONE OMNIUM LIGHT” LIGHT**  
– screen care –  
**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 45.443.580. 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 Light” 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 Light” 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, 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. Repair Partner:**

CTDI Belgium bvba, Rue de Liège(CO), 70 , 6180, Courcelles, company number BE0507614658, which is responsible for the repair (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 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 Light" 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 Light" 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 Light" option, is being used in the Insured Device.

#### 1.11. **Accidental Glass damage (front, including integrated keys):**

The glass 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.

Fraud cases will never be covered.

#### 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 of 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 Connected Device.

#### 1.14. **Claim:**

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

#### 1.15. **Repaired device:**

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

#### 1.16. **Voucher:**

The document issued by the Insurance Broker in compensation of a fixed amount intended to compensate the value of the damaged screen, i.e. € 50.00 or € 80.00, including taxes. The Voucher is issued with a unique identification code and is valid for six (6) months from the date of issue. The Voucher can only be used once, in one time, and exclusively at a Proximus point of sale or in its online web shop, for the purchase of a smartphone or accessories. No refunding or compensation of any kind of any non-used value will be done.

You can also use this code in one of our Proximus Centers (see the listNew window), where you can use this voucher on the purchase of accessories as well.

#### 1.17. **Europe:**

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

#### 1.18. **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 Light" 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 Light", 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 Light" 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 Light" 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 Light" affords the Insured a right to repair or replacement of the Insured Device.

### 3. COVER

#### 3.1. Covered Claims

“Smartphone Omnium Light” only covers the repair of the front touch screen (and integrated keys) involving the User's Insured Device, resulting from:

- Accidental, unintentional material damage that causes a "glass break" of the smartphone screen (cracked or broken touch screen) and endangers the proper functioning of the insured device

#### 3.2. Non-covered Claims

All other defects, other than the glass breakage, (cracked or broken touch screen that endangers the proper functioning) of the Insured Device do not fall under the scope of the coverage

“Smartphone Omnium Light”.

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

- it concerns damage of a purely aesthetic nature that does not affect the proper functioning of the Insured device (scratches on the screen, small splinters of the glass display, wear, discolouration, peeling and dents)
- it concerns damage due to normal wear and tear of the insured device;
- the Insured Device does not meet the conditions stipulated in art. 1.10;
- it is caused by a deliberate error or intent of the User or any person other than a Third Party;
- these are caused by Failure;
- they are the result of failure to observe the instructions for use, connection, installation, assembly and maintenance in the manual of the manufacturer;
- they are the result of the change in the original characteristics of the Insured Device;
- these are caused by Negligence on the part of the User;
- it concerns damage to parts of the Insured Device, other than the touch screen of the Insured Device;
- it concerns damage to accessories, consumables and means of connections related to the operation of the Insured Device (earphones, earpieces, hands-free kit, headphones, cases, bags, pouches, keyboards, chargers, external batteries, power supplies, extra cards, cables, and more generally all accessories related to the Insured Device);
- the loss or damage relates to an established fault on a series of devices which, as a result, are recalled by the manufacturer;
- the User cannot deliver the Insured Device to the Logistics partner;
- the IMEI identification number of the Insured Device cannot be verified;
- they are caused when the Insured Device is entrusted to a repairer not appointed by the Insurance broker (including estimates, quote, repair costs, ...);
- they relate 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;
- they are caused by a computer virus, hacking, electronic fraud or contamination;
- they are caused by a Vehicle of a Third Party;
- these are caused by civil or foreign war, an uprising or confiscation by the authorities or by an act of terrorism;
- concerns damage as a result of the action of electric current, either through heating, short circuit, voltage drop, induction, insulation or the influence of atmospheric electricity;
- these are caused by natural disasters, flooding or other natural phenomena;
- these are caused by oxidation, drought, dust or too high a temperature;
- these are caused by ionizing radiation, radioactive contamination or radioactive properties;

- these are caused by fire, lightning strike, explosion and aircraft impact;
- it concerns damage and financial losses indirectly suffered by the User, during or as a result of the Loss.

These other defects, other than the glass breakage of the front screen, can, however, be repaired in consultation and after approval of the Insured Party. These additional costs are charged on the next Proximus invoice.

### 3.3. Insurance coverage area

The insurance cover is applicable worldwide.

## 4. CLAIM SETTLEMENT

### 4.1. Repair of the Insured Device

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

If the User reports the Claim, as specified in the claim 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

4.1.2. If more damage is being observed than that which is covered according to the provision in art. 3.1, the User will, if desired, receive a quotation from the Insurance Broker for the additional repair / Cost.

The user can decide whether to have the repair performed or not. The user gives his written consent for this in response to the notification of the insurance broker, as well as for the payment thereof. These additional costs are charged on the next Proximus invoice.

4.1.3. In case the Insured Device is declared irreparable by the Repair Partner or the User opts not to have the repair carried out, he has two choices:

- The Insured Device will be returned without intervention of the Insurer. The User will receive a voucher worth € 50.00 by e-mail. This can be deducted exclusively when purchasing a new smartphone in the Proximus points of sale.
- The Insured Device is handed over to the Insurer for recycling. The User will receive a voucher worth € 80.00 by e-mail. This can be deducted exclusively when purchasing a new smartphone in the Proximus points of sale. In this case, the User undertakes to transfer the Insured Device to the Insurer, after which it becomes his property by operation of law and will be recycled.

#### **DAMAGE OUTSIDE BELGIUM**

For damage outside Belgium, the repair will only take place as soon as the User is back in Belgium and the device can be picked up at an address in Belgium chosen by the User.

#### 4.1.4. 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 must be accessible by car,
- The User must be present at the chosen address with the device at hand.

In the event of a covered Claim outside Belgium, practical arrangements will be made with the User regarding the time and collection of the Insured Device at an address chosen by the User in Belgium.

#### 4.2. 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 €600	20 EUR
From €601 to €900	30 EUR
From €901 to €1200	45 EUR
From €1201 to €1400	60 EUR
From €1401 to €1600	70 EUR
From €1601 to €1800	80 EUR
From €1801 to €2000	90 EUR
From 2001€	100 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 Connected 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 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.

### **5. INSURANCE PREMIUM**

The insurance premium that the Insured must pay to Proximus amounts to €5,99/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 Light" 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 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 Light" option was activated. In case "Smartphone Omnium Light" 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 Light" (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 Light", 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>
- E-mail: [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 bvba – Proximus Insurance, Roderveldlaan 3, 2600 Berchem.

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 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 glass breakage:

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

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 Accidental material Damage:

- a precise description of the circumstances of the Accidental material Damage of the Insured Device;



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 Light” option is activated and/or when the Claim is reported, an application required to help the User in connection with “Smartphone Omnium Light”.

## **8. DISPUTES**

### **8.1. Correspondence**

Requests for information should only be made as follows:

- By e-mail: [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 e-mail to [smartphoneomnium@spb.eu](mailto: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](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.