

# General Provisions for the All Risks Orange Insurance Policy



## General Provisions for the "All Risks" Insurance

Ref: DGA Orange Luxembourg V 06-2018

### 1. LAW APPLICABLE TO THE CONTRACT

This agreement is governed by Luxembourg legislation on insurance contracts. The rights and obligations of the contracting parties are determined by these Terms & Conditions and the Special Conditions of the DD00087703 policy.

### 2. GRANTED WARRANTIES

The company warrants the equipment insured against the following events:

- Accidental breakage
- Theft by breaking and entering, mugging and pickpocketing
- Accidental oxidation
- Failure
- Fraudulent use of the mobile phone following a theft.

### 3. DEFINITIONS

#### Company

La Luxembourgeoise Société Anonyme d'Assurances,  
9, rue Jean Fischbach, L-3372 Leudelage

#### Insured

The holder(s) of a valid Orange subscription and who acceded to the "Orange Insurance" option in the context of an Orange subscription. The insured can then be covered based on the insurance contract no. DD00087703 subscribed to by the policy holder with the company.

#### Policy holder

Orange Communications Luxembourg S.A.,  
8, rue des Mérovingiens, L-8070 Bertrange

#### Mobile (telephone) devices

Mobile telephone or Smartphone

#### Digital device

Tablets (iPad or other touchscreen tablet) or laptop computers (MacBook, Laptops, Notebooks, etc.).

### DEVICE INSURED

#### PRIVATE INDIVIDUAL

##### Individual Insurance

The guarantee is exclusively acquired for a mobile device (telephone) belonging to and/or used by the insured party and purchased new in the context of an Orange subscription.

##### Family Insurance

The guarantee is exclusively acquired for mobile devices (telephone) and digital devices belonging to and/or used by the insured party and purchased in new condition in the context of an Orange subscription.

#### PROFESSIONAL

##### Group Insurance

The guarantee is exclusively acquired for a mobile device (telephone) belonging to and/or used by the insured party in the context of an Orange subscription.

##### Business Insurance

The guarantee is exclusively acquired for a mobile device (telephone) belonging to and/or used by the insured party in the context of an Orange subscription.

##### Business Plus Insurance

The guarantee is exclusively acquired for a digital device belonging to the insured party and used in the context of an Orange subscription.

##### Business Total Insurance

The guarantee is exclusively acquired for a mobile device (telephone) and for a digital device belonging to the insured party and used in the context of an Orange subscription.

### 4. PURPOSE OF THE INSURANCE

When the insured device is used in accordance with the intended use, the company guarantees the reimbursement of damage suffered by it as a result of one of the following events:

#### Accidental breakage:

Under this warranty, "accidental breakage" means any destruction or total or partial damage preventing the proper functioning of the insured device and resulting from an accidental cause from outside or from clumsiness, negligence or inexperience.

#### Failure:

Damage of internal origin to the insured device as a result of an electrical, electronic, etc. cause. This event is covered by the insurance in cases where the manufacturer's warranty no longer intervenes.

#### Theft by breaking and entering:

Theft of the insured device committed by forcing, degradation or destruction of any closure to a dwelling.

#### Mugging:

Theft of the insured device preceded, accompanied or followed by violence or threats towards the insured.

#### Pickpocketing:

Theft of the insured device, with no threat or violence involved - device taken from a pocket, bag or garment of the insured.

#### Oxidation:

Oxidation of the insured device caused by an unplanned, accidental and external event.

#### Fraudulent use of the insured device following a theft:

The company reimburses fraudulent communications carried out by third parties following the guaranteed theft of the insured device, made within 48 hours of the theft and prior to the operator's deactivation of the telephone line.

### 5. EXCLUSIONS COMMON TO ALL WARRANTIES

#### The following is not covered:

- damage resulting from wear and tear or gradual deterioration;
- damage, failures, faults or defects relating to causes of internal origin or from the intervention of a repairman or the modification of the original characteristics of the insured device;
- damages related to atmospheric influences (sun, rain, drought, etc.), corrosion and oxidation, unless such damages are caused accidentally or by force majeure;
- damages resulting from a program change or data configuration;
- devices which were simply forgotten, misplaced or lost;
- theft of devices left unattended in public places, on beaches, campsites and other locations open to the public;
- theft of devices left unattended in caravans, mobile homes (unless there was a break-in) and tents. If devices are left in hotel rooms, the doors must be locked;
- damage to computing facilities other than those used primarily for private purposes;
- damage due to faults or defects existing at the time of the subscription of the contract and of which the insured was aware;
- damage which the supplier is legally or contractually responsible for;
- purely cosmetic damage as well as accidental damage of the outer parts of the insured appliance, the damage of which does not affect its proper functioning such as scratches, scuffs and chipping;
- consequential damages;
- loss or recovery of data as well as the consequences of the loss or destruction of data, files or software, as well as all losses related to the action of a virus;

- theft of devices left unattended in public places and other locations open to the public;
- theft of devices in vehicles parked at night (10 pm - 6 am) and left under no surveillance in premises which are not locked or not parked in official guarded car parks;
- Mobile damage or theft covered by insurance when mobile is used by another person than the insurance-taken;
- Damage or theft covered when the phone was not on the insurance-taken when damaged or stolen;
- Damage when the insured device was not used for its proper use;
- damage caused intentionally, deceitfully or as a result of gross negligence by the insured or persons who accompany or live with the insured;
- damage or aggravation of the damage caused by a strike, lockout and any event comparable to the said causes;
- damage caused as a result of war, confiscation, seizure or destruction ordered by any government or other public authority.

## 6. COMPENSATION AND DEDUCTIBLE

### 6.1 Repairable device

The company compensates the cost of the repair or replacement performed by the service provider approved by Orange.

### 6.2 Irreparable device

When the device must be replaced by Orange (in the case of theft, oxidation or in the case of any other insured event) the company's indemnity will be granted within the limits of the following values:

- for devices aged less than 1 year: the purchase price according to the invoice, subject to a wear-and-tear deduction of 5%
- for devices aged over 1 year and less than 2 years: the purchase price according to the invoice, subject to a wear-and-tear deduction of 15%
- for devices aged over 2 years and less than 3 years: the purchase price according to the invoice, subject to a wear-and-tear deduction of 50%
- for devices aged over 3 years: the purchase price according to the invoice, subject to a wear-and-tear deduction of 75%

### 6.3 Deductible

A deductible of € 50 per repair or replacement of a device is applicable.

### 6.4 Limitation or exclusion of the right to compensation

Unless otherwise provided for, if the incident has already been compensated for by a third-party insurance company, "La Luxembourgeoise" may only compensate the insured for any difference between the amount and/or the benefits due in respect of compensation by "La Luxembourgeoise" in compliance with this Agreement and the amounts or benefits granted by the third party insurance company.

## 7. VALUATION

The amount of the damages is estimated over-the-counter (by mutual consent) or, if a valuation is required, by an expert appointed by La Luxembourgeoise. In the event of disagreement, the insured has, in any case, the possibility of being assisted by an expert of his/her choice. If the appointed experts do not agree, a third expert will be appointed and the three experts will work together and decide by majority vote. Each party pays the costs and fees of his/her expert and, if applicable, half of those of the third.

## 8. OBLIGATIONS IN THE EVENT OF AN INCIDENT

### In the event of an incident, the insured has an obligation:

For all warranties herein, to report the incident within 5 working days after becoming aware of the incident, by using the "Orange insurance claim" form made available to the insured on the website [www.Orange.lu](http://www.Orange.lu) or by calling Orange customer service on (00352) 80061606.

- to provide to the insurer, without delay, all relevant and true documents and information and to answer any question asked to determine the circumstances and extent of the incident.

- to take all reasonable measures to prevent damages and mitigate the consequences of the incident.

If the insured does not fulfil one of the obligations laid down in the points above and the company La Luxembourgeoise suffers any loss as a result thereof, the company has the right to claim a reduction of its service. The company La Luxembourgeoise may decline warranty if, with fraudulent intent, the insured has not fulfilled one of these obligations.

### In case of theft of the insured device:

The reporting period of the incident is reduced to 48 hours;

- contact Orange customer service on (00352) 80061606 to request the deactivation of the telephone line of the insured device.
- file a complaint with the competent authority and demand a certificate proving the filing of the complaint, with a detailed description of the circumstances giving rise to the claim and reference to all the facts, stolen objects, signs of break-in or marks of physical violence, demand a copy of the certificate and attach witness statements, if possible.

### In the event of fraudulent use of the SIM card:

The reporting period of the incident is reduced to 48 hours contact Orange customer service on (00352) 80061606 to request the deactivation of the telephone line of the insured device.

### Supporting documents:

in all cases:

- the Orange insurance claim
- the original invoice of purchase in the name of the insured

### In the event of accidental damage / or accidental oxidation:

- the invoice of repair if the device is economically repairable
- the original invoice of purchase in the name of the insured of the new device
- the repair quotation in case the device is irreparable

### In case of theft:

- filing a complaint with the competent authority, indicating the references of the stolen device (type, brand, model, IMEI number)

### In the event of fraudulent communications:

- the letter of confirmation of deactivation by the operator
- the detailed invoice stating the amount of fraudulent communications

In the event of accidental damage, La Luxembourgeoise reserves the right to request the return of the accident device whenever it deems useful for the assessment of the claim for compensation.

Insurance claims are sent by mail, fax or e-mail to: Address: Orange Communications Luxembourg S.A.,  
8, rue des Mérovingiens, L-8070 Bertrange  
E-mail: [orange@lalux.lu](mailto:orange@lalux.lu)

## 9. INTERVENTION LIMITS

### PRIVATE INDIVIDUAL

#### Individual Insurance

Maximum limit of €1,400 per claim with a maximum of 2 claims per year of insurance subscription only for mobile (phone) devices owned and/or used by the insured and bought new in the context of an Orange subscription.

#### Family Insurance

A maximum limit of €2,000 per incident with a maximum of 3 incidents per year of subscription for mobile devices (telephone) and digital devices belonging to and/or used by the insured party and/or purchased in new condition in the context of an Orange subscription.

### PROFESSIONAL

#### Group Insurance

A maximum limit of €1,400 per year of subscription, for mobile device (telephone) thresholds belonging to and/or used by the insured party and/or purchased in new condition in the context of an Orange subscription with a minimum of 10 devices.

## General Provisions for the "All Risks" Insurance

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### Business Insurance

A maximum limit of €1,400 per year of subscription, for mobile device (telephone) thresholds belonging to and/or used by the insured party and purchased in new condition in the context of an Orange subscription with a minimum of 100 devices.

### Business Plus Insurance

Maximum limit of €2,000 per year of subscription for digital devices belonging to the insured party and used in the context of an Orange subscription.

### Business Total Insurance

Maximum limit of €2,000 per year of subscription for a mobile telephone and a digital device belonging to the insured party and used in the context of an Orange subscription.

The "Fraudulent use of the insured device following a theft" guarantee is limited to a maximum of €500 per incident and per year of membership for all of the Individual and Professional options.

## 10. TERRITORIAL EXTENT

The insurance is valid worldwide.

## 11. ESTABLISHMENT, DURATION AND TERMINATION OF THE SUBSCRIPTION

### 11.1. Effective date of the subscription and guarantees

Coverage becomes effective starting from the "Orange Insurance" option subscription date.

### 11.2 Duration of the insurance subscription

Coverage is entered into for a period of one (1) year from the effective date. It is then renewed on each anniversary date of subscription and renewed tacitly for successive periods of one (1) year.

### 11.3 Cancellation and termination of the insurance subscription

The Insured has the right to terminate his insurance subscription at any time, including during the first (1) year of insurance subscription, except during the first three (3) months from the date of the insurance subscription. Termination will be made with Orange customer service and will be taken into account on the Orange account of the Insured from the date of termination.

However, every month started is due in accordance with Article 12.

### The insurance subscription and coverage shall end in the event of

- Disposal, disappearance or total destruction of the device of the insured device if the device is not replaced by a substitution device;
- Non-payment of monthly fees by the insured;
- Termination of the insurance contract no. DD00087703 by the company or the policyholder or the insured in accordance with the provisions of Article 11 above;
- Termination by the policyholder or the insured of its Orange subscription.

In all other cases stipulated by the law on insurance contracts.

## 12. INSURANCE PREMIUM

The annual insurance premium, corresponding to the "Orange Insurance" option.

### Private individual

- Individual Insurance: €9 per device and per month
- Family Insurance: €16 per month

### Professional

- Group Insurance: €4.70 excl. VAT per device and per month with a minimum of 10 devices.
- Business Insurance: €3.42 excl. VAT per device and per month with a minimum of 100 devices.
- Business Plus Insurance: €10.00 excl. VAT per device and per month.
- Business Total Insurance: €12.90 excl. VAT per month.

selected by the Insured and paid monthly by the Insured, with his express consent, from the date of the insurance subscription, i.e. before the end of the withdrawal period, by monthly payment on the Orange invoice. However, the Insured may object to the levy by terminating his insurance subscription according to the terms set out in Article 11.3.

The Orange Insurance premium will be received by Orange in advance on a monthly basis, as part of the monthly invoice for Orange services.

If, after formal notice by Orange, the premium cannot be recovered on time, coverage will be suspended ex officio, without prejudice to Orange's right to cancel or terminate the contract with immediate effect.

Following termination of this agreement on the basis of Art.11.3, the premium remains due until the expiration of the agreement.

The amount of the premium and other contractual conditions can be modified every year of insurance subscription. If that is the case, the Insured shall be notified at least 4 (four) months prior to the anniversary date of the said date of insurance subscription. However, the Insured may object to the modification of the annual premium by terminating his/her insurance subscription according to the terms set out in Article 11.3. Any month started is however due and levied from the monthly share of insurance premium for the "Orange insurance" option selected by the insured.

## 13. SUBROGATION

The Company that has paid the compensation is subrogated to the amount thereof, in the rights and actions of the insured or the beneficiary against third parties liable for the damage.

If, as a result of the insured or the beneficiary, subrogation can no longer produce its effects in favour of the Company, the Company may claim restitution of the compensation paid to the extent of the loss suffered.

Subrogation cannot harm the insured or beneficiary who is compensated only in part. In this case, he/she may exercise his/her rights, for what is due to him/her, in preference to the Company.

## 14. NOTIFICATIONS

All notifications of the Company to the policyholder are validly addressed to the last known domicile of the policyholder. Notifications to the Company must be made to the registered office of the Company.

## 15. SERVICES IN THE EVENT OF AN INCIDENT

The Company will perform the service which was agreed to as soon as it will have all relevant information regarding the occurrence and the circumstances of the incident, and where appropriate, the amount of the damage. The amounts due shall be paid within thirty days from the mutual agreement or enforceable judicial decision. In the event of objection, the time period runs from the day of withdrawal.

## 16. LIMITATION PERIOD

The period of limitation for any action deriving from the insurance contract is three years.

## 17. DISPUTES

In the event of dispute regarding the insurance agreement, a written claim may be addressed to the Directorate General of La Luxembourgeoise, i.e. *Direction Générale de La Luxembourgeoise*, 9, rue Jean Fischbach, L-3372 Leudelange, or to the Insurance Mediator (sent by mail to the *Association des Compagnies d'Assurances*, or the *Union Luxembourgeoise des Consommateurs*), without prejudice to the possibility for the policyholder to initiate legal proceedings.

## 18. JURISDICTION

Without prejudice to the application of international treaties or agreements, the courts of the Grand Duchy of Luxembourg will be exclusively competent for any dispute arising from the insurance contract.

**19. PROTECTION OF PERSONAL DATA**

By express agreement and in accordance with the amended law of 2 August 2002 on the protection of persons with regard to the processing of personal data, you authorise La Luxembourgeoise Société Anonyme d'Assurances (Public Limited Insurance Company) to save/record and process data that you have communicated as well as those that you will communicate to it subsequently, with a view to assessing risks, preparing, establishing, managing, executing insurance contracts and preventing any fraud.

You have the right to access and rectify your data. You can exercise this right by sending a written request to: La Luxembourgeoise Société Anonyme d'Assurances, 9 rue Jean Fischbach, L-3372 Leudelange.

The period of time during which your data are stored is limited to the duration of the insurance contract and the period during which storing the data is necessary to allow the Company to comply with its obligations as regards prescription periods or pursuant to other legal provisions.