



- We can only provide the same or a similarly featured Spark network approved mobile device to your claimed model of Mobile Device. We will not:
  - Reimburse you for the cost of a replacement mobile device;
  - Purchase a parallel imported or non-Spark approved mobile device on your behalf;
  - Replace your Mobile Device with a later model of such Mobile Device (unless the model of your Mobile Device is unavailable).
- If you file a claim under this Policy, you will do so through our claims managing agent. You agree that any relevant information we, Spark New Zealand Limited or our claims managing agent collect or hold about you may be shared between any of us for the purposes of assessing your claim or corresponding with you.
- This Policy may be amended by us at any time (including the applicable fees) by giving you at least 30 days' notice in writing, which includes posting or emailing you information regarding the new terms or posting the new terms on our website and referring you to the site by text message, email, regular mail or by posting a message on your monthly Spark invoice.

### General

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

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

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

In arranging this Policy, Spark is acting as our agent and has binding authority to arrange for you to apply for, vary or dispose of the Policy on our behalf. Spark receives a fee from us for doing so.

Should you change any of your Mobile Devices, you are responsible for notifying us of the change. Any new Mobile Device will not be covered by this Policy. If you want to insure a new Mobile Device, you will need to apply at the time of purchase or when claimed phone is provided to you. Using your SIM in connection with an uninsured Mobile Device does not transfer the insurance cover to that uninsured Mobile Device.

### Privacy

Teleco Insurance (NZ) Limited is committed to protecting your privacy. Teleco, though its agent Aon New Zealand, collects, uses and retains your personal information in accordance with the principles in the Privacy Act 1993.

Teleco and Aon collect your personal information (including your name, contact details, Mobile Device usage and location details, call logs, Spark account information, insurance claim event information and/or SIM card details) from you and its related company Spark New Zealand Trading Limited when you are applying for and renewing your Policy and when we are processing any claim you may make. This information is collected for the purposes of assessing your application for insurance

and assessing and processing any claim that you make under the Policy. You can choose not to provide us with this information, however this may affect your eligibility for insurance cover and/or approval of any claim.

Teleco and Aon may disclose the information we collect to other companies in the Spark group, to government agencies (where we are required to by law) and to Financial Dispute Resolution Service. Where it is necessary to do so for the purposes of providing you with insurance cover and/or assessing and processing your claim, Teleco and Aon may also disclose the information we collect to third parties, contractors and approved service providers engaged by us to deliver our services or carry out certain business activities on our behalf, insurance and reinsurance intermediaries, other insurers, and our reinsurers.

By subscribing to the Policy you agree to us collecting, using and disclosing your personal information as set out above. In order to avoid delays with processing your claim, you must contact Aon as soon as possible about any changes to your name, address, your Mobile Device number or any other details provided to us.

You may ask for a copy of information that we hold about you and ask for any details that are wrong to be corrected.

### Complaints and Disputes

It is our aim to ensure that any enquiries you have regarding your mobile insurance are dealt with in an efficient and effective manner. It is important to us that the quality of service you receive is of a consistently high standard. If you are unhappy with the service we have provided, or you feel we have not satisfied your query, we would appreciate hearing from you so we can address your concerns.

#### Complaint Process

Complaints can be made via our free phone line **0800 MOB INS (0800 662 467)**, or in writing either via email or letter within 10 working days where possible of the date of the event giving rise to the complaint. Contact details are nz.mobins@aon.com or Teleco Insurance (NZ), PO Box 2845, Wellington.

We will try to resolve your complaint over the phone with you in the first instance. However, if your complaint requires further investigation, within 5 working days of receiving your complaint we will send you a written acknowledgment that your complaint has been received, with an estimate of how long it will take us to address your complaint. If we require more detail we will contact you for further information and give you a timeframe of when your complaint will be responded to following receipt of such further information.

If you wish to contest the formal response provided to you please contact us to discuss your matter further. If we are unable to resolve your complaint we will provide you with details of the Financial Dispute Resolution Service ([www.fdr.org.nz](http://www.fdr.org.nz)) (an independent dispute resolution scheme for the NZ financial industry). This is a free and independent service where you can raise your complaint.

### The Financial Dispute Resolution Scheme

Teleco Insurance (NZ) Limited is a member of the Financial Dispute Resolution scheme. The scheme sets out the rights of customers and obligations of scheme members, regarding the handling of disputes, or complaints that have not been resolved through the members' usual complaints process. Scheme members agree to be bound by the terms of the Scheme and Rules, and only customers of Scheme members can lodge disputes with the Financial Dispute Resolution Service.

If you have raised a complaint with us which could not be resolved you will have the opportunity to take your case to the Financial Dispute Resolution Service.

### Contact Details

**Teleco Insurance (NZ) Limited** is the insurer of this Policy. Our contact details are:

**Head office:** Spark City, 167 Victoria Street West, Auckland  
**Postal address:** Private Bag 92028, Auckland 1142

**Spark New Zealand Trading Limited** acts under a binding authority from us, which permits Spark to arrange for you to apply for, vary or dispose of the Policy on our behalf. Spark's contact details are:

**Head office:** Spark City, 167 Victoria Street West, Auckland  
**Postal address:** Private Bag 92028, Auckland 1142  
**Telephone:** \*123  
**Website:** [spark.co.nz](http://spark.co.nz)

**Aon New Zealand** has been appointed by us to manage, administer and settle claims made under the Policy on our behalf. This means that Aon makes decisions about claims on our behalf. Aon's contact details are:

**Head office:** Level 16, AMP Centre, 29 Customs Street West, Auckland  
**Postal address:** PO Box 1184, Auckland 1010  
**Telephone:** 0800 MOBINS (0800 662 467)

### Teleco Insurance Rating

At the time of print, Teleco Insurance (NZ) Limited has a Standard and Poor's Pty Limited financial strength rating of BBB+/Stable/-- (latest review was 20th May 2015). Please refer to Spark's website ([spark.co.nz](http://spark.co.nz)) for the current credit rating. This rating agency is approved by the Reserve Bank of New Zealand and our rating is reviewed annually. The rating scale is:

Category	Definition
AAA	An insurer rated 'AAA' has extremely strong financial security characteristics. 'AAA' is the highest insurer financial strength rating assigned by Standard & Poor's.
AA	An insurer rated 'AA' has very strong financial security characteristics differing only slightly from those rated higher.
A	An insurer rated 'A' has strong financial security characteristics, but is somewhat more likely to be affected by adverse business conditions than are insurers with higher ratings.
BBB	An insurer rated 'BBB' has good financial security characteristics, but is more likely to be affected by adverse business conditions than are higher-rated insurers.
BB; CCC; and CC	An insurer rated 'BB' or lower is regarded as having vulnerable characteristics that may outweigh its strengths. 'BB' indicates the least degree of vulnerability within the range; 'CC' the highest.
BB	An insurer rated 'BB' has marginal financial security characteristics. Positive attributes exist, but adverse business conditions could lead to insufficient ability to meet financial commitments.
B	An insurer rated 'B' has weak financial security characteristics. Adverse business conditions will likely impair its ability to meet financial commitments.
CCC	An insurer rated 'CCC' has very weak financial security characteristics, and is dependent on favourable business conditions to meet financial commitments.
CC	An insurer rated 'CC' has extremely weak financial security characteristics and is likely not to meet some of its financial commitments.
R	An insurer rated 'R' is under regulatory supervision owing to its financial condition. During the pendency of the regulatory supervision, the regulators may have the power to favour one class of obligations over others or pay some obligations and not others. The rating does not apply to insurers subject only to non-financial actions such as market conduct violation.
SD or D	An insurer rated 'SD' (selective default) or 'D' is in default on one or more of its insurance policy obligations but is not under regulatory supervision that would involve a rating of 'R'. The 'D' rating also will be used upon the filing of a bankruptcy petition or the taking of similar action if payments on a policy obligation are at risk. A 'D' rating is assigned when Standard & Poor's believes that the default will be a general default and that the obligor will fail to pay substantially all of its obligations in full in accordance with the policy terms. An 'SD' rating is assigned when Standard & Poor's believes that the insurer has selectively defaulted on a specific class of policies but it will continue to meet its payment obligations on other classes of obligations. A selective default includes the completion of a distressed exchange offer. Claim denials due to lack of coverage or other legally permitted defences are not considered defaults.
NR	An insurer designated 'NR' is not rated, which implies no opinion about the insurer's financial security.

NOTE Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The Standard and Poor's rating scale is available for inspection at any of Teleco Insurance (NZ) Limited's New Zealand offices.



**A LITTLE  
PEACE  
OF MIND**

Your Mobile Insurance

# Your Policy

This Policy is between you (“the Customer”) and us (“Teleco Insurance (NZ) Limited”).

Insurance cover under this Policy is only extended to Mobile Devices purchased as new and connected to a Spark New Zealand Trading Limited (“Spark”) pay monthly plan contract (“Pay Monthly Contract”).

Thank you for choosing to protect your mobile device with a monthly renewable insurance policy.

Your mobile device insurance policy (“the Policy”) consists of:

- this brochure, and
- the policy schedule that we send to you separately confirming your insurance cover with us, the applicable premium and excess, the Mobile Device insured and the mobile or account number to which the insurance premiums are billed (“Policy Schedule”).

The Policy offers you broad protection and provides cover, month by month, in the event of accidental damage, theft or loss of your mobile device in New Zealand, and also when you have temporarily taken your mobile device overseas whilst travelling. This Policy is between the customer (“you” or “your”) and Teleco Insurance (NZ) Limited (“us”, “we”, “our” or “Teleco”).

Nothing in this Policy should be taken to constitute personalised financial advice and, in particular, does not take into account your individual objectives, financial situation or needs.

## What’s covered?

Subject to the exclusions, terms and conditions set out in this brochure, the Policy covers you against accidental damage, theft or loss of your mobile device. For the purposes of this Policy, “mobile device” includes a Spark New Zealand Trading Limited’s (“Spark”) approved mobile phone or a Spark approved data card or T-stick, battery, battery charger and SIM card (“Mobile Device”), but it does not include any other accessories.

To be eligible for cover under this Policy you must:

- Purchase an approved new Mobile Device from Spark New Zealand Trading Limited (“Spark”);
- Connect such Mobile Device to Spark’s mobile network and subscribe to a Pay Monthly plan with Spark (“Mobile Plan”). You cannot subscribe or continue to subscribe to the Policy if you subscribe to a Prepaid plan with Spark;
- Be a current Mobile Plan subscriber at the time of any claim; and
- You must subscribe to the Policy either:
  1. at the same time you purchase your Mobile Device; or
  2. separately from your Mobile Device purchase but within 30 days of that purchase.
- If you do not subscribe to the Policy at the same time you purchase the Mobile Device (but within 30 days):
  1. you must retain, and be able to produce on demand, proof of purchase of the Mobile Device from Spark;
  2. the Mobile Device must be **in your possession**, fully functional with no exterior or interior damage. Any damage may result in the device not being eligible to add mobile insurance.

## What are you covered for?

Subject to the exclusions, terms and conditions set out in this brochure, the Policy will help protect you in the event of:

- Accidental damage, loss or theft of your Mobile Device in New Zealand, or when you have temporarily taken your mobile device overseas whilst travelling (you must have a return ticket). We will, at our option, repair or replace your Mobile Device with a new or refurbished same or a similarly featured Spark approved Mobile Device.
- Unauthorised usage made in New Zealand on your lost or stolen Mobile Device. We will reimburse up to a maximum of \$1000 per claim to your Spark account for the actual charges incurred and owing by you to Spark as a result of such unauthorised usage.
- Having to rent another equivalent mobile device for up to 14 days if your Mobile Device is accidentally damaged, lost or stolen when you have temporarily taken your Mobile Device overseas whilst travelling, up to a maximum of \$500 per claim by reimbursement to your Spark account. You will need to provide evidence of the costs incurred (i.e. you will need to retain receipts) and cannot claim for any call, text and/or data charges incurred on such temporary rental mobile device.

## What you need to do when your Mobile Device is accidentally damaged, lost or stolen

In order to make a claim you must be up to date with all your payments under the Policy and your Mobile Plan.

### If your Mobile Device is accidentally damaged:

Call the claims managing agent on **0800 MOB INS (0800 662 467)** within 30 days from the date of accidental damage. You may be required to complete a claim form. You must provide all information and documents requested. Failure to provide the requested information may delay processing of your claim or your claim may be rejected.

### If your Mobile Device is lost or stolen:

- **Block it:** Call Spark on **0800 800 163** immediately but no later than 48 hours after you realise your Mobile Device is lost or stolen and block your Mobile Device and bar your SIM card. Spark will log the ESN or IMEI number of your Mobile Device as lost or stolen.
- **Report it:** Report the loss or theft to the Police within 48 hours and obtain a Crime Reference (QID) number or a Police Report. Also, report the loss or theft to the location where it occurred (if applicable).
- **Claim it:** Lodge your claim by calling **0800 MOB INS (0800 662 467)** within 30 days from the date of the loss or theft of your Mobile Device. You must supply the Police Report to the claims managing agent when the claim is made and any other information requested. Failure to provide the requested information may delay processing of your claim.

Failure to follow the steps above may delay the processing of your claim or your claim may be rejected. In the event that your claim is approved by us you must pay the applicable excess before your claim can be settled.

## How long are you covered for?

The Policy cover commences on the date you purchase your new Mobile Device, subscribe to a Mobile Plan and to the Policy.

The cover continues until any of these things happens:

1. You end this Policy. You can do this at any time by advising us in writing or by calling us on 0800 800 163. The cancellation will be effective from the day of your next billing cycle (after your advice is received by us). You will not be able to make any outstanding claims with us after the effective date of cancellation. If you cancel within the first 30 days of cover, we will refund any premium paid (unless you have already made a claim).
2. We end this Policy. For example, where it is no longer commercially viable for us to continue providing the Policy or where we reasonably believe your device has become technically obsolete. If we decide to end this Policy, we can do so by giving you 30 days’ written cancellation notice to the most recent address recorded in your Mobile Plan or via the email address you have provided. You are required to make any outstanding claims with us within 90 days

of being issued with such cancellation notice.

3. You receive a replacement Mobile Device as a result of making a claim. The Policy will expire for the Mobile Device subject to your claim. You may be able to renew the Policy for your replacement Mobile Device.
4. Without in any way restricting our right to end this Policy as stated in paragraph 3 above, we may choose to end your Policy based on your claims history or if you materially breach the Policy in any way (for example, where you provide false information);
5. We end this Policy as stated in the ‘Conditions’ below;
6. You sell, lend, or give away to someone other than your spouse, legal partner, mother, father, son or daughter who is aged sixteen years or older, or, if you are a company, to someone other than a full-time employee of your company (each an Authorised Person), or otherwise dispose of, any insured Mobile Device;
7. Your Mobile Plan ends.

We will write to you confirming your Policy with us, the applicable premium and excess, the Mobile Device insured and the mobile or account number to which a premium is billed (“Policy Schedule”).

## Fees

### Monthly Premiums

Please refer to your Policy Schedule which states your monthly premium.

### Excess

Please refer to your Policy Schedule which sets out the excess payable for each claim under your Policy. In the event that your claim is approved by us, the excess payable must be paid to us before your claim can be settled.

## What is Not Covered

To prevent claims being made unfairly, we will not pay anything under this Policy if:

1. Your (or an authorised person defined in this Policy) Spark SIM card was not in your Mobile Device at the time it was lost, damaged or stolen;
2. Damage to your Mobile Device is as a result of an intentional or malicious act or omission by you or anyone acting on your behalf. We will only cover accidental damage by you or authorised persons acting on your behalf (see definition of “authorised person” in paragraph 8 below). Accidental damage means physical damage or destruction of your Mobile Device caused by a known and identifiable but unintended sudden and unforeseen event;
3. Loss of your Mobile Device is intentional and not sudden and unforeseen physical loss;
4. Theft of your Mobile Device is other than as a result of illegal taking of possession of your Mobile Device with the intention of permanently depriving you of that Mobile Device;
5. You do not take all reasonable precautions to prevent the loss, accidental damage, or theft of your Mobile Device. Reasonable precautions are all measures that it would be reasonable to expect a person to take in the circumstances to prevent such accidental loss, damage or theft of your Mobile Device. For example, where you

decide to take your Mobile Device with you while exercising, it is reasonable to expect that such device is first secured properly to your person (e.g. in a zipped up pocket);

6. Your Mobile Device is left unattended (i.e. out of your sight, possession or control):
  - a. in any public place, or
  - b. in any place where persons not authorised to use the Mobile Device have regular access (including your workplace, any vehicle, aircraft or waterborne vessel), or
  - c. in any unlocked vehicle, private aircraft or water-borne vessel, or
  - d. not concealed in a locked vehicle, private aircraft or waterborne vessel, or
  - e. in any place of unknown location or you have forgotten its whereabouts;
7. Our records show that you did not make or receive a voice, text, or data transmission at any time after coverage under the Policy commenced;
8. The loss, accidental damage, or theft happened after you gave, lent or sold the Mobile Device to someone other than an Authorised Person;
9. You purchase the Mobile Device with the intention of reselling or giving such Mobile Device away as a gift, or if you have already done so.
10. Your Mobile Device is stolen, intentionally damaged, misused or abused by you or one of your authorised persons;
11. The loss, accidental damage, or theft happened while the Mobile Device was in the possession of or being used by someone under the age of sixteen years;
12. The accidental damage is due to faulty repair, faulty servicing or faulty maintenance unless carried out as the result of a claim under this Policy;
13. The damage is as a result of inherent manufacturing fault, design faults, defects in workmanship or materials or any event that would otherwise be covered by the manufacturer’s warranty or the Consumer Guarantees Act 1993;
14. The accidental damage is a result of using the product outside of the manufacturer’s instructions or as a result of using incompatible equipment with the Mobile Device;
15. The accidental damage of the Mobile Device was a result of tampering with the internal set up or components of the Mobile Device;
16. The claim is for non-operating or cosmetic faults (including scratching, marking or chipping), fair wear and tear, depreciation or arises from improper storage. This includes gradual damage due to dust, internal overheating, humidity or condensation;
17. The accidental damage is caused by operator error, software, reformatting or recovery of data, viruses, integration with other products, or any fault arising from any of those things;
18. The claim results from the damage to, or corruption of, any data, programs or software stored in your SIM card;
19. The Mobile Device being sent for a repair is found to be not faulty;
20. The claim is for any loss suffered as a result of loss of use of the Mobile Device, or any data, software or games stored on the Mobile Device, or any direct, indirect, consequential, physical

or economic loss, damage or injury suffered to any person or company or property from the use or existence of a defective or faulty Mobile Device;

21. The loss or damage results from, or is contributed to by war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, 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 nuclear weapons material or ionizing radiation, contamination, radioactivity from any nuclear fuel or nuclear waste, or from the combustion of nuclear matter;
22. The loss or accidental damage is caused by or arises as a result of fire;
23. You know who has caused the loss, theft, or accidental damage but refuse to supply sufficient contact details of this person.

## Conditions

- This Policy does not guarantee quality or performance of a Mobile Device or compatibility with any other product or software or system, nor does it guarantee suitability for any particular purpose.
- This Policy applies for as long as the Mobile Device is in a software configuration approved by the manufacturer or seller.
- The Insurance Policy will apply until permanently disconnected for non-payment, but requirement would be for all arrears to be cleared before a claim can proceed.
- We are entitled to void this Policy from when it started and not refund any premium or pay any claim and you may be prosecuted if you, or anyone acting on your behalf, makes a claim or any statement in support of a claim knowing or suspecting the claim or statement to be dishonest, untrue or incorrect. We may not pay any claim if you are unable to confirm the time and place of the loss or theft, you are inconsistent with your description of events or you have not reported your loss or theft to the Police. We may not pay any claim based on your claims history (for example, multiple claims in any 12 month period or where two or more claims relate to events with similar facts).
- If you recover the Mobile Device before or after any claim payment is made, you must inform us. If a replacement Mobile Device has been provided, you must return the replacement Mobile Device to us. It is expected in most cases this should be in as new condition. Otherwise, we may recover the replacement Mobile Device cost and any of our associated costs from you.
- You agree that where your claim is for an accidentally damaged Mobile Device and you receive a replacement mobile device, all rights, title and ownership of such accidentally damaged Mobile Device will pass to us. You agree that you will have no further rights or interest in such accidentally damaged Mobile Device.