Mobilecover.ie

Policy Document

Introduction

This insurance policy is arranged by Mobilecover Limited t/a Mobilecover and underwritten by Zurich Insurance plc.
Zurich Insurance plc, registered office Zurich House, Ballsbridge Park, Ballsbridge, Dublin 4, is authorised and regulated by the Central Bank of Ireland. Mobilecover Limited is authorised and regulated by the Central Bank of Ireland. The policy administration including claims handling will be conducted by Mobilecover Limited on behalf of Zurich Insurance plc.

Meaning of Words

The words and phrases defined below have the same meaning wherever they appear in bold text throughout this policy document.
Accidental damage – accidental damage to your **device** that is fortuitous, sudden and involves an external force.
Device – the item being proposed by you in your proposal for insurance and as featured in your Policy Schedule.
Excess – the monetary amount of any claim which is not recoverable under the insurance policy. This amount is shown in your Policy Schedule.
Immediate family – your mother, father, son, daughter, spouse, domestic partner.
Insured – you, the person who owns the **device** in whose name the insurance policy is taken out (or anyone authorised by **you** to use the **device**) as stated on your Policy Schedule.
Insurer – Zurich Insurance plc.
Theft – the unlawful taking of the insured **device** with the intention of depriving the owner of its use.
The following circumstances are excluded:

- **theft** where the **device** is on or about your person unless the **device** is appropriately concealed
- **theft** of the insured **device** when left **unattended** in any private premises unless there is evidence of forcible or violent entry or where the **theft** is by someone unlawfully on the premises
- **theft** where the insured **device** is left **unattended** at any public place

Limit of indemnity –the maximum value recoverable under the insurance policy
Loss – the unforeseen loss of your **device** where **you** are permanently deprived of its use. It does not cover loss of the **device** where it has been left u**nattended** or it has not been appropriately concealed on or about your person.
Mobilecover – Mobilecover Limited.
Mobile Phones – portable electronic **devices** that carry a Mobile Network Operator Subscriber Identity Module (SIM) card used for the making and receiving of telephone calls and the transmission of data.
Smartphones - **Mobile Phones** with an integrated computer and other features not originally associated with **Mobile Phones**, such as an operating system, web browsing and the ability to run software applications.
iPhones – a brand of **Smartphones** manufactured by Apple Inc.
iPad / Tablet – a portable computer that does not have a keyboard input device physically attached to it.
Terrorism – means an act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
Unattended – the **device** is either not visible to **you** or your proximity to the **device** is such that **you** cannot intervene should an incident occur that results in **loss**, **theft** or damage to the **device**.
We or **us** – Zurich Insurance.
You – the person shown in the schedule as the **insured**.

The Cover Provided

In exchange for the payment of your premium Zurich Insurance will provide insurance for your **device** during the period of cover stated in your Policy Schedule, subject to the terms, conditions, and limitations shown below or as amended in writing by **Mobilecover** on behalf of Zurich Insurance.

Commencement of Cover

The cover period will commence on the date your application is accepted by **Mobilecover**, and confirmation of this date is included in your Policy Schedule.

Period of Cover

The period whilst the **insured** continues to pay premium as required to the **insurer**. If **you** pay monthly for your policy, then your policy will automatically renew on a monthly basis on receipt of premium for up to maximum period of fifty-nine (59) months, as notified in your Policy Schedule. If **you** have paid an annual premium for your policy then your policy will be for a period of 12 months from the policy start date as notified in your Policy Schedule.

Territorial Limits

This insurance only covers **devices** bought and used in Republic of Ireland. Cover is extended to include use of the **device** anywhere in the world up to a maximum of 60 days in total, in any single 12-month period.

Details of Cover

The cover provided under the **Mobilecover** product in relation to your **device** depends on the product selected (details below). Your specific product will be noted in the Policy Schedule **you** receive from **Mobilecover**.

Mobilecover Essential Product

a) In the event of **accidental damage** to the **device**, **we** will arrange the repair of the **device** by an authorised person, unless it is damaged beyond economic repair. Where only part or parts of your **device** have been damaged, repair or replacement will be restricted to that part or parts. If the **device** is damaged beyond economic repair **we** will replace the **device** with a model of the same or similar specification.

The **limit of indemnity** payable under this section (a) shall not exceed a replacement value of €1,000 including VAT.

(b) In the event of a **Mobile Phone**, **Smartphone** or **iPhone**, sustaining **accidental damage** to batteries, phone chargers, ear pieces or carrying cases, the **limit of indemnity** will not exceeding €130 including VAT.

Mobilecover Extra Product

(a) In the event of **accidental damage** to the **device**, we will arrange the repair of the device by an authorised person, unless it is damaged beyond economic repair. Where only part or parts of your **device** have been damaged, repair or replacement will be restricted to that part or parts. If the **device** is damaged beyond economic repair **we** will replace the **device** with a model of the same or similar specification.

(b) In the event of **theft**, **we** will replace the device with a model of the same or similar specification. Where only part or parts of your **device** have been stolen, **we** will only replace that part or parts.

In the case of both section (a) or (b) the **limit of indemnity** shall in no case exceed a replacement value of €1,000 including VAT.

(c) In the event of a **Mobile Phone**, **Smartphone** or **iPhone**, sustaining **accidental damage** to batteries, phone chargers, ear pieces or carrying cases, the **limit of indemnity** will not exceed €130 including VAT.

(d) Where the **device you** have **insured** is a **Mobile Phone**, **Smartphone** or **iPhone**, and is the subject of **theft, we** will pay the cost of any fraudulent calls made up to the **limit of indemnity** of €1000. The **theft** must be reported by the **insured** within 24 hours of the **theft** occurring, to the Gardaí and your Mobile Network Provider to ensure that the SIM card is cancelled. The **limit of indemnity** shall not exceed €1000, including VAT, in respect of such fraudulent calls.

Mobilecover Complete Product

a) In the event of **accidental damage** to the **device**, **we** will arrange repair of the **device** by an authorised person unless it is damaged beyond economic repair. Where only part or parts of your **device** have been damaged, **we** will only repair or replace that part or parts. If the **device** is damaged beyond repair **we** will replace the **device** with a model of the same or similar specification.

(b) In the event of **loss** or **theft** of the **device**, **we** will arrange replacement of the **device** with a model of the same or similar specification. Where only part or parts of your **device** have been lost, stolen or destroyed, **we** will only replace that part or parts.
In the case of (a) or (b) the **limit of indemnity** shall in no case exceed, a replacement value of €1,500 including VAT.

(c) In the case of a **Mobile Phone**, **Smartphone** or **iPhone**, sustaining **accidental damage** to batteries, phone chargers, ear pieces or carrying cases the **limit of indemnity** shall not exceed €130 including VAT.

(d) Where the **device you** have **insured** is a **Mobile Phone**, **Smartphone** or **iPhone,** and is the subject of **loss** or **theft** , **we** will pay the cost of any fraudulent calls made up to the **limit of indemnity** of €1500. The **loss** or **theft** must be reported by the **insured** within 24 hours of the **loss** or **theft** occurring, to the Gardaí and your Mobile Network Provider to ensure that the SIM card is cancelled. The **limit of indemnity** shall not exceed €1500, including VAT, in respect of such fraudulent calls.

Exclusions Applying to the Cover

The insurance does not cover:

(a) depreciation, destruction or damage arising from wear and tear or superficial scratching or cracking that does not affect the functionality of the mobile **device** or any process of heating, drying, cleaning, dyeing, alterations or repair to which the property **insured** is subjected.
(b) In the case of a **Mobile Phone**, **Smartphone** or **iPhone**, **loss**, **theft**, destruction or damage unless your active Mobile Network SIM card is in the **Mobile Phone, Smartphone** or **iPhone**.
(c) gradual deterioration, mechanical or electrical breakdown and software viruses.
(d) **loss,** destruction or damage caused directly or indirectly by riots, strikes, civil commotion or any act of **terrorism**
(e) repairs to the **device** that are included in any warranty issued with the **device**
(f) **theft** from road vehicles unless such **theft** is from a locked boot or a closed glove compartment
(g) loss of use or any consequential loss arising from **loss**, destruction or damage of the **device**
(h) any loss of or damage to information or data or software contained in or stored on the **device** whether arising as a result of a claim paid by this insurance or otherwise
(i) claims not received by **us** within 30 days of the incident date
(j) the value of any pre-paid call vouchers at the time of **loss**, **theft**, destruction or damage
(k) any payment in respect of handset or car kit, where there is any incompatibility caused as a consequence of a repair or replacement of your **device** or the installation or fitting of such equipment
(l) more than two claims in any 12-month period. This 12 month period commences from the date of your first claim.

(m) loss or theft of the **device** from your possession or the possession of any member of your **immediate family** that falls outside of definition of **loss** and **theft**

(n) damage caused by the **insured** as a result of not maintaining the **device** in accordance with the manufacturer's instructions

(o) **loss**, **theft** or **accidental damage** if the **device** serial number has been tampered with in any way.

(p) The cover provided by this policy does not apply where the **insured** is under 18 years of age.

(q) If the **device** has not been used for its core purpose in the 14 days preceding the date of incident as verified by your mobile network.

Policy Excess

The **insured** shall be required to pay an **excess** payment for each and every successful claim. The amount of this **excess** is as stated on your Policy Schedule. Please note that if **you** make a claim for **loss** or **theft** of your **device** within the first 60 days of taking out cover and your **device** is older than 30 days when cover is confirmed **you** are required to pay an additional €85 **excess** charge. Please note if **you** make a claim for **accidental damage** within the first 60 days of taking out cover and your **device** is older than 30 days when cover is confirmed **you** are required to pay an additional €50 **excess** charge.

Conditions Applying to the Cover

Material Facts

All material facts or information which could affect the insurer's decision to accept or maintain cover should be notified immediately to Mobilecover. Material information is any fact that would be likely to affect the insurer's assessment or acceptance of the risk or the premium to be charged. Failure to disclose all material information, or disclosure of false or misleading information could result in the policy being cancelled or deemed void and/or a claim not being paid. Alternatively, in the event of misrepresentation, misdescription or non-disclosure of any material particular at the inception of this policy or from the time of any variation in cover including at renewal we may at our discretion waive our right to avoid this policy but exclude the consequences of any matter which ought to have been disclosed to us provided always that you are able to establish to our satisfaction that such misrepresentation, misdescription or non-disclosure was innocent and free from any fraudulent conduct or intent to deceive.

Precautions by the insured –the **insured** must demonstrate that all reasonable steps to safeguard and protect the insured **device** against the risk of **loss**, destruction, damage or **theft** have been taken.

Recovered property – should **Mobilecover** replace any **device** hereby **insured**, then the original **device** becomes the property of **Mobilecover**. If the original **device** is recovered, the **insured** must return it to **Mobilecover**.

The device - the **device** must be less than 12 months old when the application is accepted by **Mobilecover**, and must have been purchased as new (not previously owned) from a Republic of Ireland VAT registered company (not from online auctions or device exchange outlets) and the **insured** must provide a valid proof of purchase in the name of the **insured**, in the event of a claim.

Assignment - **you** cannot transfer the insurance to someone else or to any other **device** without written permission from **Mobilecover**.

Cancellation

- The **insurer** may cancel the cover at any time by sending fourteen days' notice by registered post to your last known address and will return to **you** the amount of premium in respect of the unexpired period of insurance.
- **You** have the right to cancel the policy by giving **us** notice in writing. **We** will return to **you** the amount of premium in respect of the unexpired period of insurance. However, no return of premium will be allowed if you made a claim during the current period of insurance.
- **Monthly policies only** - in the event of non-payment of premium when it falls due, we will notify you by post/email giving you five working days to make payment. If payment is not made after five working days your policy will be marked as cancelled from the date payment was due.

Claims Conditions

1. On the discovery of **loss**, **theft**, destruction or damage which may give rise to a claim the **insured** shall:
   (a) report the **loss** or **theft** of any **Mobile Phones**, **Smartphones** or **iPhones** within 24 hours of discovery to your Mobile Network Provider to ensure your SIM card is suspended and your **device** is blacklisted
   (b) report the **loss** or **theft** to the Gardaí within 24 hours of discovery of the said **loss** or **theft**
   (c) give notice to **Mobilecover** on 1890 212 555 or www.mobilecover.ie and complete fully a **Mobilecover** claim form, supply any additional details that may reasonably be required to substantiate the claim and return the completed claim form to **Mobilecover** within 30 days of **loss**, **theft** ,destruction or **accidental damage**.
   (d) provide a copy of the purchase receipt for the **device**. The proof of purchase must be in the name of the insured and include the **device** IMEI/Serial number and a date the **device** was purchased as new from a Republic of Ireland VAT registered Company. We cannot accept a proof of purchase for second hand **devices**, or **devices** purchased from online auctions or **device** exchange outlets.
   (e) **you** must provide **Mobilecover** with any receipts, documents or proof of purchase or repair, that it is reasonable for **Mobilecover** to request.

2. **We** will pay the **insured** in respect of a maximum of two claims during any 12-month period (see Exclusions Applying to Cover). This limit excludes replacement of accidentally damaged batteries, phone chargers, ear pieces or carrying cases not exceeding €130 including VAT and the cost of any fraudulent calls made. Our liability shall not exceed €1500, including VAT, in respect of such fraudulent calls.

Fraudulent Claims
If any claim is in any respect fraudulent or if fraudulent means or deception is used by the **insured** or any person acting on the **insured**'s behalf to obtain any benefit under the policy all benefit under this policy shall be forfeited.

Policy Conditions

Alterations to Annual Premium and Terms and Conditions
The **insurer** reserves the right to alter the premium payable and/or the terms and conditions applicable to the policy at any time by giving 14 days notice to the **insured**. In such event the **insured** will receive written notification of such amendments to the premium payable and/or the terms and conditions applicable to the policy. If **you** do not agree to these changes **you** have the right to cancel the policy by giving **us** confirmation in writing and **we** will return to **you** the amount of premium in respect of the unexpired period of insurance. No return of premium will be allowed if you made a claim during the current period of insurance.

Stamp Duty
The appropriate Stamp Duty has been or will be paid by Zurich Insurance plc in accordance with the provisions of the Stamp Duties Consolidation Act 1999.

Insurance Act
All monies which become or may become due and payable by the i**nsurer** under this policy shall in accordance with Section 93 of the Insurance Act 1936, be paid and payable in the Republic of Ireland.

Currency
It is understood and agreed that the currency of all premiums, limits of indemnities and **excesses** shown on the Policy Schedule and Policy Document issued to the **insured** shall be deemed to be Euro.

Governing Law
Under the relevant European and Irish Legal provisions, the parties to this contract of insurance, **we**, **Mobilecover** and **you**, the **insured**, are free to choose the law applicable to the contract. **We** propose that this contract is governed by Irish Law.

Data Protection

Zurich will hold your details in accordance with our Data Protection and Privacy Policy together with all applicable data protection laws and principles. Information **you** supply may be used by **us** for the purposes of administering your policy (including underwriting, processing, claims handling and fraud prevention) within the Zurich Insurance Group and our partners inside and outside the European Economic Area.

We may share with our agents and service providers, members of the Zurich Insurance Group, other **insurer**s and their agents, and with any intermediary acting for **you**, and with recognised trade, governing and regulatory bodies (of which **we** are a member or by which **we** are governed) information **we** hold about **you** and your claims history. This includes the Insurance-Link database and the Insurance Ireland anti-fraud claims matching database. **We** may also in certain circumstances use private investigators to investigate a claim. **We** may also need to collect sensitive personal data (for example, information relating to your physical or mental health or the commission or alleged commission of an offence) to assess the terms of insurance **we** issue/arrange or to administer claims which arise. Unless **you** have advised **us** otherwise, **we** may share information that **you** provide to companies within the Zurich Insurance Group and with other companies that **we** establish commercial links with so **we** and they may contact **you** (by email, SMS, telephone or other appropriate means) in order to tell **you** about carefully selected products, services or offers that **we** believe will be of interest to **you**. Please email or write to **us** at below address if **you** do not wish your information to be utilised for these purposes. **You** have a right of access to and a right to rectify data concerning **you** under the Data Protection Acts 1988 and 2003. Should **you** wish to exercise this right, please write to the Data Protection Officer, Zurich Insurance, PO Box 78, Wexford. To access your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts and cheque should be made payable to Zurich. By providing **us** with your information and proceeding with this contract, **you** consent to all of your information being used, processed, disclosed, transferred and retained for the purposes of insurance administration (including underwriting, processing, claims handling and fraud prevention). Please note that a copy of our full Data Protection and Privacy Policy can be viewed on our website www.zurichinsurance.ie or requested by writing to our Data Protection Officer at Zurich, PO Box 78, Wexford. Alternatively **you** can email dataprotectionofficer@zurich.ie

Complaints Procedure

If it should happen that **you** have cause for complaint, either in relation to your policy or any aspect regarding the standard of service, please see the steps outlined below.

1. In the first instance, **you** should contact **Mobilecover** Limited, telephone 1890 212 555

2. If the matter remains unresolved to your satisfaction **you** can contact Zurich at (01) 6670666 or alternatively **you** can write to the Customer Service Co-ordinator at Zurich Insurance, PO Box 78, Wexford, or by email to customercare@zurich.ie. If the complaint is still not resolved to your satisfaction, **you** can write to the Chief Executive Officer at the aforementioned address.

3. Alternatively **you** may wish to contact:
   (i) Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo-Call: 1890 88 20 90.
   (ii) The Central Bank of Ireland, P.O Box 559, Dame Street, Dublin 2. Lo-Call: 1890 77 77 77.
   (iii) Insurance Ireland, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914.