

## POLICY DOCUMENT

This insurance is arranged by **Mobilecover Ltd** and underwritten by Zurich Insurance plc. Zurich Insurance plc, registered office is Zurich House, Ballsbridge Park, Ballsbridge, Dublin 4, is authorised and regulated by the Central Bank of Ireland. Mobilecover Ltd t/a **Tesco Phone Insurance** is authorised and regulated by the Central Bank of Ireland. In return for the payment of your premium **we** 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 **us**.

### DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in bold in this policy document.

**Accidental Damage** – Physical damage to your device including liquid damage. Please refer to conditions applying to cover by the insured page 2.

**Device** – the item owned by you and being proposed by **you** in your application and as stated in your Policy Schedule,

**Excess** – the monetary amount of any claim which is not insured. 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** as stated on your Policy Schedule.

**Insurer** – Zurich Insurance plc.

**Theft** – the illegal taking of the insured **device** from a secure premises or whilst the device is concealed on, or about the insured's person by force or intimidation.

**Loss** – the unforeseen **loss** of your **device** where **you** are permanently deprived of its use. It does not cover **loss** of your device where it has been left unattended or it has not been concealed on or about your person.

**Tesco Phone Insurance** – Mobilecover Ltd.

**Mobile Phones** – portable electronic devices that carry a Mobile Network Operator 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 Computers.

**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** – not within your sight at all times and out of your arms-length reach.

**We** or **us** – Zurich Insurance plc.

**You** – The person shown in the schedule as the **insured**.

### THE COVER PROVIDED

Cover extends to the **device** and Mobilecover product as specified on the Policy Schedule **you** receive from Tesco Phone Insurance. The **insurer** will indemnify the **insured** as follows:

#### Tesco Phone Insurance

a) In the event of **accidental** damage to the **device**, repair of the device by an authorised person provided it is not damaged beyond economic repair. Where only part or parts of your **device** have been damaged, **Tesco Phone Insurance** 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, 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, **Tesco Phone Insurance** will only replace that part or parts.

In the case of (a) and (b) the **insurers** liability shall in no case exceed, including VAT, a replacement value of €1,500:

(c) In the case of a **Mobile Phone, Smartphone** or **iPhone**, replacement of accidentally damaged batteries, phone chargers, ear pieces or carrying cases not exceeding €130 including VAT.

(d) Where the device **you** have insured is a **Mobile Phone, Smartphone** or **iPhone**, in the event of the **loss or theft** of your device, the cost of any fraudulent calls made. The **loss or theft** must be reported by the **insured** within 48 hours of the **loss or theft** occurring to the Gardaí and within 24 hours of the incident to your Mobile Network Provider to ensure that the SIM card is cancelled. The **insurer's** liability shall not exceed €1500, including VAT, in respect of such fraudulent calls

#### AGE OF THE INSURED

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

#### COMMENCEMENT OF COVER

The cover period will commence on the date your application is accepted by **Tesco Phone Insurance**, 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.

## EXCLUSIONS APPLYING TO THE COVER

1. The insurance does not cover:
  - (a) Depreciation or **loss**, 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 and Smartphone or iPhone**
  - (c) Gradual deterioration, mechanical or electrical breakdown and software viruses.
  - (d) **Loss** destruction or damage contributed to or caused by or arising from 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 **Tesco Phone Insurance** 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/car kit incompatibility or the installation or fitting of such equipment
  - (l) More than two claims within any 12-month period. 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, the insurers liability shall not exceed €1500, including VAT, in respect of such fraudulent calls.
  - (m) **Loss** of the **device** from your control or the control of any member of your **immediate family**, except where it has been concealed either on or about the person and not left **unattended**, or the use of physical force or violence against the person has been used or threatened
  - (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.
2. **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 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.
3. This insurance only covers **devices** bought and used in the 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.
4. The **device** must be less than 21 days old and be purchased as new from a Republic of Ireland VAT registered company, when the application is accepted by **Tesco Phone Insurance**, and the **insured** must provide a valid proof of purchase in your name if required (not from online auctions) in the event of a claim.

5. You must provide **Tesco Phone Insurance** with any receipts, documents or proof of purchase or repair, that it is reasonable for **Tesco Phone Insurance** to request.

6. You cannot transfer the insurance to someone else or to any other **device** without written permission from **Tesco Phone Insurance**.

## CONDITIONS APPLYING TO THE COVER

**PRECAUTIONS BY THE INSURED** –The **insured** shall take all reasonable steps to safeguard the **insured device** against **loss**, destruction, damage or **theft**. The **insurer** shall be entitled at its absolute discretion to refuse indemnity under this policy if the **insured** has made a similar claim for **loss**, destruction, damage or **theft** of the **device** within twelve months to the date the **accidental damage, loss or theft** was reported by the **insured** to the **insurer**.

**RECOVERED PROPERTY** – Should **Tesco Phone Insurance** replace any device hereby insured, then the original **device** becomes the property of **Tesco Phone Insurance**. If the original **device** is recovered, the **insured** must return it to **Tesco Phone Insurance**.

**CANCELLATION** – The **insurer** may cancel the cover at any time by sending fourteen days' notice by registered post to the **insured** at the **insured's** last known address.

## CLAIMS

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 incident 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 48 hours of incident of the said **loss** or **theft**
  - (c) Give notice to **Tesco Phone Insurance** on 1890 212 555 or [Tesco Phone Insurance](#) and complete fully a **Tesco Phone Insurance** claim form, supply any additional details that may reasonably be required to substantiate the claim and return the completed claim form to **Tesco Phone Insurance** within 30 days of **loss**, destruction or damage
  - (d) Provide a copy of the purchase receipt for the **device**.
2. The **insurer** will indemnify the **insured** in respect of a maximum of two claims during any 12-month period. 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, the **insurer's** liability shall not exceed €1500, including VAT, in respect of such fraudulent calls.
3. Under the conditions of your policy, the **insured** shall disclose to the **insurer** all insurance and non-insurance related incidents whether or not they have given rise to a claim in respect of the **loss, theft**, destruction, damage or **theft** of your **device**.

## FRAUDULENT CLAIMS

If any claim is in any respect fraudulent or if fraudulent means or devices are used by the **insured** or any person acting on the **insured's** behalf to obtain any benefit under the policy or if the **loss, theft, destruction or damage** is caused by the wilful act or with the knowledge or consent of the **insured** all benefit under this policy shall be forfeited.

## ALTERATIONS TO ANNUAL PREMIUM AND TERMS AND CONDITIONS

The **insurer** reserves the right to alter the premium payable and the terms and conditions applicable to the policy at any time. In such event the **insured** will receive written notification of such amendments to the premium payable and the terms and conditions applicable to the policy.

## 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. **You** should contact Mobilecover Ltd t/a **Tesco Phone Insurance**, Telephone 1890 212 555 or at PO. Box 11140, Dublin 2 or Zurich's Customer Service Co-ordinator at PO Box 78, Co. Wexford. Telephone (01) 6670666. If the complaint is not resolved to your satisfaction, **you** should write to the Chief Executive Officer at the aforementioned address, or 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) Irish Insurance Federation, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914.

## THE FINANCE ACT 1990

The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of The Finance Act 1990.

## INSURANCE ACT

All monies which become or may become due and payable by the Insurer 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, sums Insured, 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**, Zurich Insurance plc 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 Financial Services Group and our partners inside and outside the European Economic Area.

**We** may share with our agents and service providers, members of the Zurich Financial Services Group, other **insurers** 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 Irish Insurance Federation's 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 Financial Services 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, PO box 78 Co. 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.zurich.ie](http://www.zurich.ie) or requested by writing to our Data Protection Officer at Zurich, PO box 78 Co. Wexford. Alternatively **you** can email [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie)