



## 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 the **screen** of your **device** that is fortuitous, sudden and involves an external force.

**Screen** – The area of your **device** which is touch-sensitive and on which text and images are displayed.

**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.

**Limit of indemnity** – the maximum value recoverable under the insurance policy

**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.

**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.

**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 Screen Damage Product**

- a) In the event of **accidental damage** to the **screen** of your **device**, **we** will arrange the repair or replacement of the **screen** by an authorised person.

The **limit of indemnity** payable under this section (a) shall not exceed a repair value of €500 including VAT.

## Exclusions Applying to the Cover

### The insurance does not cover:

- (a) depreciation, or **screen** 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**, **accidental damage** to the **screen** 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) 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) loss of use or any consequential loss arising from damage to the **screen** of the **device**
- (g) 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
- (h) claims not received by **us** within 30 days of the incident date
- (i) the value of any pre-paid call vouchers at the time of **accidental damage** to the **screen**
- (j) 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
- (k) more than two claims in any 12-month period. This 12 month period commences from the date of your first claim.
- (l) damage caused by the **insured** as a result of not maintaining the **device** in accordance with the manufacturer's instructions
- (m) **accidental screen damage** if the **device** serial number has been tampered with in any way.
- (n) liquid damage, damage to internal components, or damage to the logic board of your **device**
- (o) damage if your **device** fails manufacturer diagnostics testing and functional testing following the repair or replacement of a **screen**
- (p) damage if the body and or frame of your **device** is bent, twisted or otherwise broken
- (q) damage to any element of the **device** (including the back of the **device**, or to any element of the camera or other ancillary functionality), other than the **screen**
- (r) loss or theft of the **device** under any circumstance

### The cover provided by this policy does not apply:

- where the **insured** is under 18 years of age
- 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 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 €15 **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 **accidental damage** to the **screen** have been taken.

**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 **accidental screen damage**, the **insured** shall:
  - (c) give notice to **Mobilecover** on (01) 2932810 or [www.mobilecover.ie](http://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, of **accidental screen 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).

## **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 **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, 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 **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 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](http://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](mailto: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 (01) 2932810.
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 [customer@zurich.ie](mailto:customer@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.