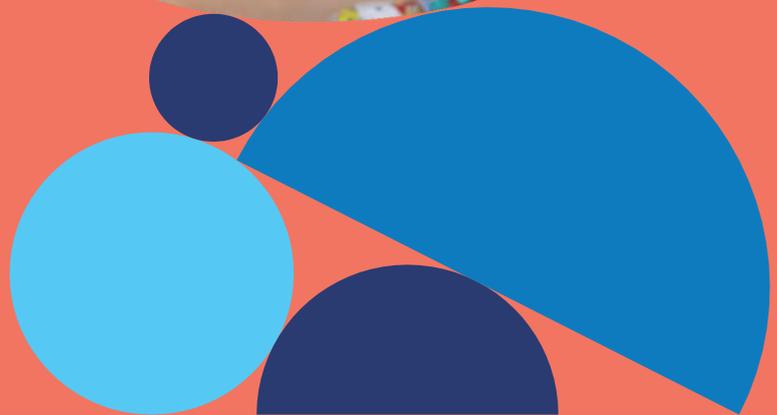


# Mobilecover

Policy document



## Introduction

This insurance policy is underwritten by Zurich Insurance Europe AG. and arranged by Mobilecover Ltd. Administration, including claims handling will be conducted by Mobilecover Ltd on behalf of Zurich Insurance Europe AG.

Zurich Insurance Europe AG is authorised by the Federal Financial Supervisory Authority (BaFin) in Germany and is regulated by the Central Bank of Ireland for consumer protection rules.

Zurich Insurance Europe AG is registered in Frankfurt, Germany (registration number 133359) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

Registered in Ireland as a branch (registration number 910127) with registered branch office at Zurich House, Frascati Road, Blackrock, Co. Dublin, A94X9Y3.

Mobilecover Ltd t/a Mobilecover.ie is authorised and regulated as an insurance intermediary by the Central Bank of Ireland.

We have agreed to provide policy cover, and have calculated the applicable premium, based on information provided by you or on your behalf including but not limited to:

- information provided in any application or Proposal Form or otherwise in response to specific questions asked by us; and/or
- information provided and recorded in any Schedule or Statement of Fact issued to you; and/or
- any declarations made by you or on your behalf; and/or
- any additional information voluntarily provided.

## 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 Europe AG.

**iPad/Tablet** – a portable computer that does not have a keyboard input device physically attached to it.

**iPhones** – a brand of Smartphones manufactured by Apple Inc.

**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 unattended 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.

**Refurbished device** – a device that has been returned to the manufacturer and then inspected, tested and restored to fully functioning factory standard condition. It is made up of new parts or parts equivalent to new. Refurbished devices go through the same approved manufacturer testing as new devices do, and are equivalent to new devices in performance and reliability.

**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.

**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.

**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.

**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 Europe AG.

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

## The cover provided

In exchange for the payment of your premium Zurich Insurance Europe AG 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 Europe AG.

## 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 **refurbished device** of same or similar specification if available, or where a **refurbished device** is not available, replace your device with a new device of 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 exceed €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 **refurbished device** of same or similar specification if available, or where a **refurbished device** is not available, replace your device with a new device of same or similar specification.
- b) In the event of **theft**, **we** will replace the device with a **refurbished device** of same or similar specification if available, or where a **refurbished device** is not available, replace your device with a new device of 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 Gardai 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 **refurbished device** of same or similar specification if available, or where a **refurbished device** is not available, replace your device with a new device of same or similar specification.
- b) In the event of **loss or theft** of the **device**, **we** will arrange replacement of the **device** with a **refurbished device** of same or similar specification if available, or where a **refurbished device** is not available, replace your device with a new device of 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 €2,000 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 €2,000. The **loss or theft** must be reported by the **insured** within 24 hours of the **loss or theft** occurring, to the Gardai and your Mobile Network Provider to ensure that the SIM card is cancelled. The **limit of indemnity** shall not exceed €2,000, including VAT, in respect of such fraudulent calls.

## Exclusions applying to the cover

### The insurance policy 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) subject to the conditions applying to cover, 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) **loss, theft** or **accidental damage** 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,
- r) any expense, cost, consequential loss, liability or loss of or damage caused by, or directly or indirectly arising from or in connection with:
  - the loss of, alteration of or damage to or;
  - a reduction in the functionality, availability of or operation of;a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.

### 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

### Pre-contractual Representations

**You** acknowledge and accept the following:

- a) **you** have a legal duty prior to entering into this Policy and/or prior to the renewal of this Policy to provide responses to questions asked by **us** in relation to the risk(s) to be insured.
- b) a matter about which **we** ask a specific question is material to the risk undertaken by **us** or the calculation of the premium by **us**, or both.
- c) **you** have a legal duty to answer all questions asked by **us** honestly and with reasonable care.
- d) while **we** acknowledge that **you** have no legal duty of voluntary disclosure, **you** shall ensure that information which is voluntarily provided by **you** or on your behalf is provided honestly and with reasonable care.

## Remedies for Misrepresentation

- a) The term "negligent misrepresentation" means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** or on your behalf involves a negligent misrepresentation, the remedy available to **us** shall reflect what **we** would have done had we been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
- (i) if **we** would not have entered into the Policy on any terms, **we** may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
  - (ii) if **we** would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if **we** so require;
  - (iii) if **we** would have entered into the Policy, but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on the relevant claim.
- b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, **we** may either:
- (i) give notice to **you** that in the event of a claim **we** will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or
  - (ii) terminate the Policy by giving reasonable notice.
- c) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** or on your behalf involves a fraudulent misrepresentation, or where any conduct by **you** or on your behalf (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, **we** shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

## 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.

## Effect of Continuing Restrictive Conditions

In this Policy, any term that imposes a Continuing Restrictive Condition, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- a) **you** breach any such term; and
- b) during the period of breach **you** suffer a relevant loss; and
- c) such breach increased, in the circumstances concerned, the risk of the loss suffered by **you**, we will have no liability for the loss.

A Continuing Restrictive Condition is any condition in this Policy, however expressed, that purports to require **you** to do, or not to do, a particular act or acts, or requires **you** to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

## Duty to Comply with Policy Conditions

- a) **You** must comply with the terms, limitations, Exceptions, Conditions and Endorsements of this Policy so far as they relate to anything to be done or complied with by **you**, to include **you** cooperating with **us** in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.
- b) Other than where expressly provided in this Policy, your compliance with the terms, limitations, Exceptions, Conditions and Endorsements of this Policy shall be a condition precedent to any liability on our behalf to make any payment under the Policy.

- c) Breach of any notification-related term or Condition will entitle **us** to refuse payment of a claim where **we** were prejudiced by the breach of the notification-related term or Condition in question.

### Change to Policy Details

**You** must inform **us** about any changes to:

- the information provided in any application or Proposal Form or otherwise in response to specific questions asked by **us**; and/or
- the information provided and recorded in any Schedule or Statement of Fact issued to **you**; and/or
- the declarations made by **you** or on your behalf; and/or
- any additional information voluntarily provided.

### 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 48 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 Gardai within 48 hours of discovery of the said **loss** or **theft**
  - c) give notice to **Mobilecover** on 0818s 262 555 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 **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 €1,600, including VAT, in respect of such fraudulent calls.

### Fraudulent claims

If a claim contains information that is false or misleading in any material respect and **you** either know that it is false or misleading or consciously disregard whether it is false or misleading, or a claim is otherwise fraudulent in any respect, ("Fraudulent Claim"), **we** shall be entitled to:

- a) refuse to pay the claim; and
- b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

In such circumstances of termination **we** shall refuse all liability to **you** under the Policy in respect of any claim made after the date of submission of the Fraudulent Claim (but not in respect of any claim(s) made before submission of the Fraudulent Claim) and **we** need not return any of the premiums paid under the Policy.

## Policy Terms

### 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 Europe AG 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

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, Zurich Insurance Europe AG ('we', 'our', 'us') and Mobilecover Ltd ('Mobilecover') will collect, store and process personal data about you. The purpose of this section is to give you some information about the collection and processing of your personal data. Further information can be obtained in our privacy policy which is available at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy) and Mobilecover's Privacy Policy which is available at [www.mobilecover.ie/privacy](http://www.mobilecover.ie/privacy).

Mobilecover is an insurance intermediary regulated by the Central Bank of Ireland. Mobilecover distributes insurance products through brokers, mobile network operators and other distribution channels in Ireland. Mobilecover has been granted authority by us to bind cover on our behalf, service your policy and to handle and settle any claims thereunder.

### The Data we and/or Mobilecover collect

Where appropriate, we and Mobilecover may collect the following personal data ('Data') from and/or about you:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, VAT number, nationality, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Other sensitive information** such as details of any criminal convictions and offences, civil litigation history as well as pending prosecutions. We and Mobilecover may also, in certain cases, receive sensitive information from which it may be possible to infer your trade union membership, religious or political beliefs (for example, if you are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that you have made and other lawfully obtained information relevant to your claim.

The above list covers the main data types collected by us and/or Mobilecover. Full details are available in our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy) and Mobilecover's Privacy Policy which is available at [www.mobilecover.ie/privacy](http://www.mobilecover.ie/privacy).

We and Mobilecover require this Data in order to manage and administer our relationship with you, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil our contract with you/comply with our legal obligations.

**Note:** If you provide us with Data relating to another person you must first: (a) inform that person about the content of our Privacy Policy and Mobilecover's Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

### Data collected from third parties

We and Mobilecover may collect Data from third parties if you engage with us or Mobilecover through a third party e.g. through a broker, mobile network operator, or in the case of a group scheme, through your employer. We and Mobilecover may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

### What we do with your Data

We and Mobilecover may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for you, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil our contract with you and comply with our legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich and Mobilecover may at any time:

- Share information about you with companies within the Zurich Insurance Group ("the Group") as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check your details with fraud prevention agencies, as well as against databases and other sources of information.

In addition, we and Mobilecover may check the Data you have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect our legitimate business interests and/or the legitimate interests of others.

### Sharing of Data

We and Mobilecover may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom we and/or Mobilecover work/engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist us and Mobilecover in carrying out business activities which are in our and Mobilecover's legitimate business interests and where such interests are not overridden by your interests.

- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, we ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With any intermediary or third party acting for you.
- In order to comply with our and Mobilecover's legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).

For further information regarding the third parties that we may share Data with, please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy) and Mobilecover's Privacy Policy which is available at [www.mobilecover.ie/privacy](http://www.mobilecover.ie/privacy).

Finally, where you have consented to our doing so, we and Mobilecover may share information that you provide to companies within our group and with other companies that we and/or Mobilecover establish commercial links with so we, Mobilecover 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 and/or Mobilecover believe will be of interest to you.

#### **Data Retention**

The time periods for which we and Mobilecover retain your Data depend on the purposes for which we and Mobilecover use it. We and Mobilecover will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy) and Mobilecover's Data Retention Policy which is available at [www.mobilecover.ie/privacy](http://www.mobilecover.ie/privacy).

#### **Data subject rights**

You have the following rights in relation to your Data which is held by us and Mobilecover:

1. To ask for details of your Data held by us.
2. To ask for a copy of your Data.
3. To have any inaccurate or misleading Data rectified.
4. To have your Data erased.
5. To restrict the processing of your Data in certain circumstances.
6. To object to the processing of your Data.
7. To transfer your Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of your data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of your rights in this regard a request must be submitted in writing to our Data Protection Officer (see contact details below). In order to protect your privacy, you may be asked to provide suitable proof of identification before we can process your request.

#### **Privacy Policy**

Please note that this section (Data Protection) should be reviewed in conjunction with our Privacy Policy which is available online at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy) and Mobilecover's privacy policy which is available at [www.mobilecover.ie/privacy](http://www.mobilecover.ie/privacy).

If you have any questions about your Data, you can contact us or Mobilecover using the contact details below.

#### **Zurich Insurance Europe AG**

- Customer Services on 053 915 7775
- Email us at [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie)
- Data Protection Officer, Zurich Insurance Europe AG, Zurich Insurance, PO Box 78, Wexford, Ireland.

#### **Mobilecover Ltd**

- Customer Services on [<info@mobilecover.ie>](mailto:info@mobilecover.ie)
- Email us at [dataprotectionofficer@mobilecover.ie](mailto:dataprotectionofficer@mobilecover.ie)
- Data Protection Officer, Mobilecover, PO Box 11140, Dublin 2

## Complaints handling process for Zurich Insurance customers

We're here to help if you've got a concern about our service. We take all complaints seriously and aim to sort them out quickly and fairly. Here's how you can make a complaint and what happens next.

### How to make a complaint

- In the first instance, you should contact Phonecover, Telephone 1850 797 000.
- If you would like to contact Zurich directly, you can do so by contacting the **Customer Services Co-ordinator**, Telephone (01) 667 0666.
- You don't need to put your complaint in writing unless you want to.

If you'd rather write to us, you can:

- Email us at [customersupport@zurich.ie](mailto:customersupport@zurich.ie)
- Write to the **Customer Services Co-ordinator** at Zurich Insurance Europe AG, PO Box 78, Wexford.
- Call us on (01) 667 0666 if you need help.

Once we get your complaint, a member of our Customer Support team will acknowledge it within five business days. They'll handle your complaint until it's resolved.

### Response time-frames

We follow the Consumer Protection Code, which means:

- We'll acknowledge your complaint in writing within 5 business days.
- We'll give you the name of the person handling your complaint.
- We'll update you in writing at least every 20 business days.
- We'll aim to resolve your complaint within 40 business days.
- Once we've completed our investigation, we'll write to you within 5 business days to explain the outcome. If we're making an offer or settlement, we'll explain the terms.
- If you make a verbal complaint, we'll offer to treat it as a written complaint.
- We'll let you know how to refer the matter to the Financial Services and Pensions Ombudsman (FSPO) if you're not happy with our response.

### Escalating your complaint

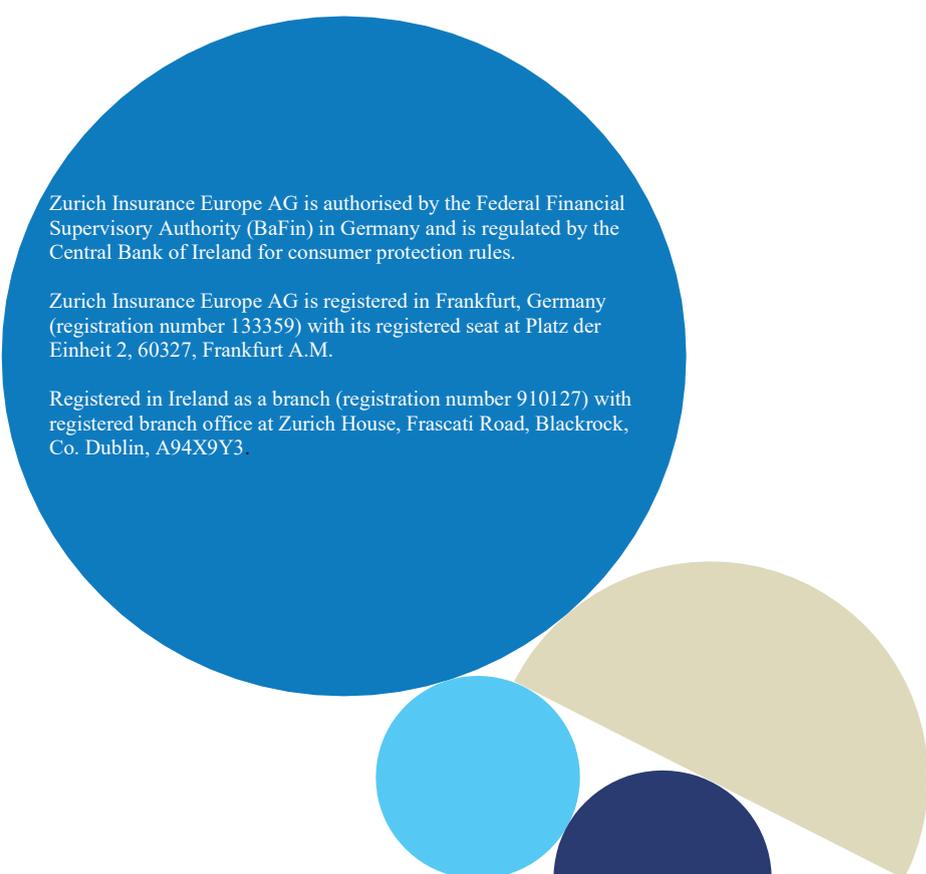
If you're still not satisfied, you can contact the Financial Services and Pensions Ombudsman:

- Address: Lincoln House, Lincoln Place, Dublin 2, D02 VH29
- Phone: (01) 567 7000
- Email: [info@fspo.ie](mailto:info@fspo.ie)
- Website: [www.fspo.ie](http://www.fspo.ie)

Your right to take legal action remains unaffected by any of the procedures outlined above.

### Compliments

We'd love to hear your positive feedback too! Email us at [compliments@zurich.ie](mailto:compliments@zurich.ie), and we'll make sure your comments reach the right person.



Zurich Insurance Europe AG is authorised by the Federal Financial Supervisory Authority (BaFin) in Germany and is regulated by the Central Bank of Ireland for consumer protection rules.

Zurich Insurance Europe AG is registered in Frankfurt, Germany (registration number 133359) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

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