

Three SOS mobile device insurance

Policy document



Introduction

This insurance policy is underwritten by Zurich Insurance plc. Claims handling will be conducted by Foncover Limited on behalf of 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 for General Insurance business.

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.

Policy definitions

The words and phrases defined in the policy have the same meaning wherever they appear in bold text throughout the 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 application for insurance and as featured in your policy schedule.

Excess – the monetary amount of any claim which is not recoverable under the insurance policy and is payable by you. This amount is shown on the 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 the policy schedule.

Insurer – Zurich Insurance plc.

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 intentionally left unattended.

Phonecover – Foncover Limited.

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.

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 and intentional taking of the insured device from a secured premises or whilst the device is concealed and secured on or about the insured person, by force or intimidation.

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 accidental damage to the device.

We or us – Zurich Insurance plc.

You – the insured, 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 the policy schedule.

The cover provided

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

Commencement of cover

The cover period will commence on the date your application is accepted by Zurich Insurance plc, and confirmation of this date is included in the 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 the policy schedule. If **you** have paid an annual premium for the policy then the policy will be for a period of 12 months from the policy start date as notified in the 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.

Cover is provided under this product, in relation to your **device**, which is specified on the policy schedule **you** receive from **us**.

Details of cover

The cover provided under this policy in relation to your **device** depends on the type of device you have insured.

Where the **device you** have insured is a **Mobile Phone, Smartphone or iPhone** your cover is as follows:

- 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 €1,600 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 €1600. 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, Three Ireland to ensure that the SIM card is cancelled. The **limit of indemnity** shall not exceed €1600, including VAT, in respect of such fraudulent calls.

Where the **device you** have insured is an **iPad or Tablet** your cover is as follows:

- 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.

Exclusions applying to the cover

1. The insurance policy 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 **device** 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 or call credit at the time of **loss, theft**, destruction or damage,
- k) more than two claims where policy cover is accepted and repair or replacement occurs within any 12-month period,
- l) damage caused by the **insured** as a result of not maintaining the **device** in accordance with the manufacturer's instructions,
- m) **loss, theft or accidental damage** if the **device** serial number has been tampered with in any way,
- n) unexplained **loss** of the **device**,
- o) 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.

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

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.

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** shall take all reasonable steps to safeguard the insured **device** against **loss**, destruction, damage or **theft**.

Recovered property

Should **Phonecover** replace any **device** then the original **device** becomes the property of **Phonecover**. If the original **device** is recovered, the **insured** must return it to **Phonecover**.

Assignment

You cannot transfer the insurance to someone else or to any other **device** without written permission from **us**.

Cancellation

The **insurer** may cancel the cover at any time by sending fourteen (14) days' notice 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.

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 **device** within 48 hours of discovery to Three Ireland to ensure your SIM card is suspended and/or your **device** is blacklisted,
 - b) report the **loss** or **theft** to the Gardaí within 48 hours of discovery of the said **loss** or **theft**,
 - c) complete the online claim form or fully complete a paper claim form (these can be located on the Three website), supply any additional details that may reasonably be required to substantiate the claim and return the completed claim form to **Phonecover** 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 include the **device** IMEI/Serial number and a date the **device** was purchased from a Republic of Ireland VAT registered Company,
 - e) **you** must provide **Phonecover** with any receipts, documents or proof of purchase or repair, that it is reasonable for **Phonecover** to request.
2. **We** will pay 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, phone covers or carrying cases not exceeding €150 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.
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 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 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. 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 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**, the **insurer** 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, we 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.

The Data we collect

Where appropriate, we 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 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 Zurich. For further information please see our Privacy Policy at www.zurich.ie/privacy-policy.

We 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 (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

Data collected from third parties

We may collect Data from third parties if you engage with us through a third party e.g. through a broker, mobile network operator, or in the case of a group scheme, through your employer. We 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 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 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 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 may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom we work and/or 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 in carrying out business activities which are in our 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 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.

Finally, where you have consented to our doing so, we may share information that you provide to companies within the 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.

Data Retention

The time periods for which we retain your Data depend on the purposes for which we use it. We 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.

Data subject rights

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

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.

If you have any questions about your Data, you can contact our Data Protection Officer, using the contact details below.

- Zurich Customer Services on 053 915 7775
- dataprotectionofficer@zurich.ie
- Data Protection Officer, Zurich Insurance plc, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.

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 **Phonecover**, Telephone 1850 797 000, or email at info@phonecover.ie
2. If the matter remains unresolved to your satisfaction **you** can contact Zurich at (01) 6670666 or alternatively **you** can write to the Customer Services Co-ordinator at PO Box 78, Wexford, or by email to customer-care@zurich.ie.
3. Alternatively **you** may wish to contact:
 - (i) Financial Services and Pensions Ombudsman
Lincoln House, Lincoln Place
Dublin 2, D02 VH29
Telephone: (01) 567 7000
Email: info@fspo.ie
Website: www.fspo.ie
 - (ii) The Central Bank of Ireland, P.O Box 559, Dublin 1. Lo-Call: 1890 77 77 77 or +353 (0) 1 224 5800.
 - (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

Zurich Insurance

PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666 Fax: 01 667 0644

Website: www.zurichinsurance.ie

Zurich Insurance plc is regulated by the
Central Bank of Ireland.