

Three SOS mobile phone 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.

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**.

The insurance product

In the event:

1. of **accidental damage** to the **device**, **we** will arrange for repair of the **device** by a manufacturer authorised repair company unless it is damaged beyond economical repair. If the **device** is damaged beyond economical 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.
2. of **loss or theft** of a **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. Any **loss or theft** must be reported to the Gardaí within 48 hours of discovery of the said **loss or theft**.

In the case of points 1 or 2 above the **limit of indemnity** shall in no case exceed a replacement value of €1,500 including VAT.

3. In the case of a **device**, sustaining **accidental damage** to batteries, phone chargers, ear pieces, phone covers or carrying cases the **limit of indemnity** shall not exceed €150 including VAT.
4. Where the **device you** have insured is the subject of **loss or theft we** will pay the cost of any fraudulent calls made up to the **limit of indemnity** of €1500. The **loss or theft** must be reported by the **insured** within 48 hours of the **loss or theft** occurring, to the Gardaí and to your mobile network provider, Three Ireland to ensure that the SIM card is cancelled. The **limit of indemnity** shall not exceed €1500, including VAT, in respect of such fraudulent calls.

Exclusions applying to the cover

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) **loss, theft**, destruction or damage unless your active Mobile Network SIM card is in the **device**,
 - c) gradual deterioration, mechanical or electrical breakdown and software viruses,
 - d) **loss**, destruction or damage caused directly or indirectly by riots, strikes, civil commotion or any act of **terrorism**,
 - e) repairs to the **device** that are included in any warranty issued with the **device**,
 - f) **theft** from road vehicles unless such **theft** is from a locked boot or a closed glove compartment,
 - g) **loss** of use or any consequential **loss** arising from **loss**, destruction or damage of the **device**,
 - h) any **loss** of or damage to information or data or software contained in or stored on the **device** whether arising as a result of a claim paid by this insurance or otherwise,
 - i) claims not received by **us** within 30 days of the incident date,
 - j) the value of any pre-paid call vouchers 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**.
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

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.

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 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) give notice to **Phonecover** on 1850 797 000 and fully complete a claim form, 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 €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 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 the 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. 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.

The finance act 1990

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

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Central Bank of Ireland.

