

3COVER CONTRACT STANDARD MONTHLY

Definitions

1. "Accidental Loss" means that the Equipment has been accidentally left by you in a location and you are permanently deprived of its use.
2. "Administrator/We/Us/Our" shall mean Pier Insurance Managed Services Ltd trading as Fonesure ("Fonesure").
3. "Airtime Abuse" shall mean airtime charges incurred by unknown persons following the Theft or Accidental Loss of Your phone which results in a successful claim under the Theft or Accidental Loss sections of this Insurance Policy. 3 must be contacted within 24 hours of discovery of the Theft or Accidental Loss of Your Equipment.
4. "Company" shall mean UK Underwriting Ltd on behalf of Primary Insurance Company Ltd, an insurance company established in Ireland and authorised and licensed by the Financial Regulator. Registered in The Republic of Ireland, registration number 340407, registered office 5 Lower Fitzwilliam Street, Dublin 2, Ireland.
5. "Equipment" shall mean the Mobile Phone and its battery and mains charger or data communication device which is equipped with a Subscriber Identity Module (SIM) supplied by 3 and activated for use by 3 as specified on the policy schedule including any replacement Equipment provided by or loaned to You by Us.
6. "Theft" shall mean the dishonest misappropriation of Your Equipment through visible and violent means or the threat thereof.
7. "Unattended" shall mean not within your sight at all times and/or out of Your arms-length reach.
8. "You/Your" shall mean the private individual or company detailed on the policy schedule.

The Cover

The Company will, subject to the exclusions and conditions, indemnify You by payment or at its option by replacement (with identical Equipment or Equipment of comparable specification up to a maximum retail value of €600) or repair in respect of accidental damage, liquid damage, Theft Accidental Loss including Airtime Abuse (following a successful claim for Theft or Accidental Loss) of the Equipment occurring during the period of insurance A Replacement Phone may be from refurbished (as new) stock that has been tested and is fully functional. For Airtime Abuse the maximum indemnity provided under this insurance is limited to €250 in total during any 12 consecutive months.

Exclusions

The Company shall not be liable for:

1. Theft of the Equipment from any unattended vehicle unless all windows are closed all doors are securely locked all security devices are activated and the Equipment is concealed from view in a locked glove compartment locked boot or locked load area.
2. Theft of the Equipment from any premises or mode of transport unless involving forcible and violent entry or exit.
3. Accidental Loss or Theft of the Equipment whilst left Unattended when it is away from your home.
4. Repair or replacement arising as a result of negligent use wilful abuse or misuse.
5. Any and all repair costs or charges arising from mechanical and/or electrical breakdown.
6. Damage to the battery or aerial or any cosmetic damage
7. The cost of replacing or repairing accessories or costs arising from the use of accessories unless on a 12 or 18 month contract.
8. The cost of routine inspection service adjustment or cleaning resulting in accidental damage.
9. Damage caused during installation or removal.
10. Any amount recoverable under any guarantee warranty or other insurance.
11. Repairs carried out by persons not authorised by Us.
12. The policy excess as detailed below.
13. The cost of replacing any stored data including but not limited to tunes songs personalised ring tones or graphics.
14. Any damage or fault caused by any form of electronic virus. For the purposes of this Exclusion, a virus includes Trojan horses, worms, logic bombs or any other program or software which prevents any Equipment operating system software or content download working properly in any way.
15. Airtime Abuse where the time period from discovery of the Theft or Accidental Loss to it being reported to 3 is longer than 24 hours.

Conditions

1. The schedule and the policy shall be read together as one document and any word or expression to which a specific meaning has been attached shall bear such specific meaning wherever it may appear.
2. All reasonable precautions must be taken to prevent damage to or Theft or Accidental Loss of the Equipment.
3. Details of any replacement of the Equipment (IMEI/serial number) must be advised to Fonesure with proof of purchase in writing or by e-mail to Fonesure (enquiries@fonesure.ie).
4. Cover under this insurance policy is subject to the payment of the premium by direct debit Premiums must be up to date and are non-refundable after the insurance cover has commenced other than during the cooling off period.
5. This policy will be voidable in the event of fraud non disclosure or alteration of risk.
6. Each party is entitled to cancel the insurance at any time giving not less than 30 days notice to the other in writing As premiums are paid monthly no refund of premium will be due.
7. A maximum of 2 claims for either Theft and/or Accidental Loss in any 12 month consecutive period or during the term of the policy whichever is the lesser.

Claims Procedure

In the event of a claim You must

- a. Advise the Garda Siochana or local police authority within 24 hours if there has been Theft Accidental Loss or vandalism and obtain a Crime Reference Number.
- b. Advise Fonesure by telephone as soon as possible and in any event within 48 hours of discovery on the claims hotline number – 1890 930 333.
- c. Provide at Your own expense all details and evidence as may reasonably be required.
- d. Notify 3 on 083 333 3333 within 24 hours upon discovery of Theft or Accidental Loss to ensure Airtime Abuse is limited.

UK Underwriting Ltd are an agent of Primary Insurance Company Limited and in claims matters act on behalf of the Insurer.

Policy Excess

You will be responsible for the first €35 of Your first claim under this policy increasing to €50 for any subsequent claims.

Territorial Limits

The Republic of Ireland Northern Ireland Great Britain Isle of Man or The Channel Islands and up to 60 days during any one calendar year elsewhere in the World.

Period of Insurance

This insurance commences at the time of purchase for a period of one month and will continue to be renewed by periods of one month for up to a maximum of 60 months in all upon receipt of Your monthly premium.

Cooling off period

You may cancel this policy within 14 days of receiving it by contacting Us at the address shown in this policy Provided no claim has been made a full refund of premium paid by You will be given.

Complaints Procedure

In the event of a complaint arising under this Insurance you should in the first instance write to:-

The 3Care Scheme Administrator
c/o Pier Insurance Managed Services Limited
PO Box 333
Dublin 2

If the matter remains unresolved thereafter you can then write to the

Company at;
Head of Claims
UK Underwriting Ltd
2 Gibraltar House
Bowlcliffe Road
Leeds LS10 1HB

Quoting the Policy number and where the insurance was purchased.

Finally if the matter still remains unresolved once all the above have been contacted You can then approach:-

Financial Services Ombudsman
3rd Floor Lincoln House
Lincoln Place Dublin 2
Tel: +3531 662 0899
Email: enquiries@financialombudsman.ie

Law applicable to the contract

This contract shall be governed by the laws of Ireland.

Data Protection

The data supplied by You will be used for the purposes of processing Your policy of insurance including underwriting administration and handling any claim which may arise.

The data supplied may also be used by Pier Insurance Managed Services or any associated company to contact You from time to time in order to notify You of other goods and services offered. If You do not consent to such use of Your personal data please email us at enquiries@fonesure.ie.

It is important that the data You have supplied is kept up to date You should therefore notify us promptly of any changes. You are entitled upon payment of an administration fee to inspect the personal data, which we are holding about You. If You wish to make such an inspection You should contact:

The 3Care Scheme Administrator
c/o Pier Insurance Managed Services Limited
PO Box 333
Dublin 2

We may respond to enquiries by the police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively or to protect Your interests we may disclose the data You have supplied to other third parties such as solicitors loss adjusters motor garages engineers repairers replacement companies other insurers etc.

Stamp Duty

Stamp Duty has been or will be paid in accordance with the provisions of S.113 of the Finance Act 1990 (as amended).

All monies which become payable by Us under this insurance shall in accordance with section 93 of the Insurance Act 1936 be paid in the Republic of Ireland.