

Dear

Thank you for applying for mobile phone insurance cover with TELEFONICA INSURANCE.

We are pleased to advise that your proposal has been accepted. Your monthly premium of €9.99 (inclusive of 5% Government Levy) will be included automatically in your monthly Three Ireland Services (Hutchison) Limited bill.

Please find attached your Insurance Certificate showing your mobile phone details and policy cover. If you change your mobile phone at any time, please notify Three Ireland Services (Hutchison) Limited immediately, in order to ensure that the correct phone is always on cover.

We would advise you to read through the attached Certificate carefully paying particular attention to the exclusions and warranties regarding cover.

Please remember that your mobile phone is a valuable item and it is important not to tempt thieves by leaving your mobile phone in places where it can be seen and easily taken, or by leaving your phone unattended. When leaving your mobile phone in an unattended car, under the policy terms and conditions you should place the phone in the glove compartment or locked boot, otherwise we cannot provide cover should it be stolen.

Please remember to report within 24 hours, any loss or theft of your mobile phone to the Gardai and Three Ireland Services (Hutchison) Limited Customer Care in order to guarantee settlement of your claim.

Please also note that the first €65.00 of each and every claim is the liability of the Insured and, in the event of a claim, it will be necessary to include this payment with your Claim Form.

**Should you have any queries regarding the certificate wording and cover please contact the Administrator on 1 850 797 000 during office hours or [info@telefonicainsurance.ie](mailto:info@telefonicainsurance.ie).**

Yours sincerely,

*Alvaro Villamor*

Chief executive officer

**Important Notice for TELEFONICA INSURANCE Customers  
Consumer Distance Sales Information**

Telefónica Insurance S.A, trading as Telefonica Insurance, a company registered under registration number B 105162 in Luxembourg whose registered office is situated at 26 rue Louvigny, L-1946 Luxembourg. Telefonica Insurance is authorised by Commisariat Aux Assurances in Luxembourg and regulated by the Central Bank of Ireland for conduct of business rules.

**Quotation Period**

Quotes are valid for a period of 30 days.

**Cooling-off Period - Right of Withdrawal**

As a consumer you have the right to withdraw from any TELEFONICA INSURANCE policy within 14 days of the latest of the date of inception of cover, or the date which you receive your Policy Schedule, without penalty and without any reason. The right of withdrawal may be exercised by notice in writing to TELEFONICA INSURANCE, quoting your policy number.

**Main Characteristics of the Policy**

The main characteristics of your (the consumer's) insurance policy is, as explained to you and as set out in your Policy Terms and Conditions which you have been given and which is available on request from TELEFONICA INSURANCE.

**Period of Insurance**

Subject to cancellation, the period of insurance in respect of any policy held with TELEFONICA INSURANCE will be the period specified by TELEFONICA INSURANCE as such in the Policy Schedule and/or Renewal Notice.

**What will happen if I want to cancel my policy?**

You (the Consumer) can cancel your policy at any time by writing to us. We will cancel the policy on the date we receive your request in writing.

**What happens if I miss a payment?**

If you pay your premium by instalments, we may cancel the policy if you miss a payment. We will write to you, allowing 21 days to make the payments before the policy is cancelled.

**Complaints Procedures**

At TELEFONICA INSURANCE, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the steps outlined below.

As you deal with us directly, you should contact the Customer Services Co-ordinator Three Phonecover, PO. Box 7118, Dublin 2. Telephone 1850 797 000 or in the email [complaints@telefonicainsurance.ie](mailto:complaints@telefonicainsurance.ie)

If the complaint is not resolved to your satisfaction, you should write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:

- (i) Irish Insurance Federation, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914
- (ii) Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo-Call: 1890 88 20 90
- (iii) The Central Bank of Ireland, P.O Box 559, Dame Street, Dublin 2. Lo-Call: 1890 77 77 77

Your right to take legal action is not affected by following any of the above procedures.

**Governing Law**

The laws of Ireland will apply to your policy and the Irish courts will have jurisdiction to hear any disputes regarding your policy, unless otherwise stated on your proposal form or in your policy terms and conditions.

**Language**

A TELEFONICA INSURANCE policy and all communications in respect of the policy will be in English.

Please consult your policy document, and/or Schedule for full Policy Terms and Conditions which you have been given and which is available on request TELEFONICA INSURANCE. If you have any queries please do not hesitate to contact TELEFONICA INSURANCE on 01 667 0666. Please note TELEFONICA INSURANCE may record phone calls for training and security purposes and to ensure the highest level of customer service.

**Explanatory Note:** All references made to TELEFONICA INSURANCE refer to TELEFONICA INSURANCE S.A. A consumer is a natural person acting for purposes outside his / her trade, business or profession.

**Thank you for insuring with TELEFONICA INSURANCE.**

**Three Protect iPhone Theft & Damage Cover**

Insured	Cover effective from

**CERTIFICATE NUMBER****THE MOBILE PHONE TO WHICH THIS COVER APPLIES**


**TELEFONICA INSURANCE S.A**

**Registration number B 105162 in Luxembourg whose registered office is situated at 26 rue Louvigny, L-1946 Luxembourg.**

**THE COVER PROVIDED**

IN THE EVENT OF theft, destruction or damage to the mobile phone specified in this Certificate, the Insurer will indemnify the Insured as follows:-

- (a) Replacement of the mobile phone with a model of the same or similar specification. The Insurers liability shall in no case exceed €1500 or
- (b) Repair of the mobile phone by the Administrator, its servants or agents, provided the phone is not damaged beyond economic repair. The Insured shall only be entitled to claim for two such repairs during any twelve month period.
- (c) Provided the theft is not excluded under the terms of the policy, the cost of fraudulent calls made using the mobile phone. The theft must be reported by the Insured within 24 hours of the incident to the Gardai and Three Ireland Services (Hutchison) Limited The Insurers liability shall not exceed €1500 in respect of such fraudulent calls.
- (d) Replacement of batteries damaged accidentally, phone chargers, ear pieces or carrying cases not exceeding €130 in total.

**PERIOD OF COVER**

The period whilst the Insured continues to pay premium as required to the Insurer.

**EXCLUSIONS APPLYING TO THE COVER**

- 1. The insurance does not cover:-
  - (a) Depreciation or loss, destruction or damage arising from wear and tear or occasioned by moth or vermin or any process of heating, drying, cleaning, dyeing, alterations or repair to which the property insured is subjected.
  - (b) Theft, destruction or damage occurring within the first 60 days unless the policy was taken out when first connecting or upgrading with the Three Ireland Services (Hutchison) Limited Network.
  - (c) Theft, destruction or damage unless the SIM card is in the mobile phone at the time of the incident.
  - (d) Mechanical, electrical, electronic or computer breakage, failure or breakdown.
  - (e) Theft, destruction or damage contributed to or caused by or arising from riots strikes, civil commotion or any act of terrorism.
  - (f) Repairs to the mobile phone that are included in any warranty issued with the mobile phone.
  - (g) Theft from unattended road vehicles unless such theft is from a locked boot or a closed glove compartment.
  - (h) Unattended theft from any property not accompanied by evidence of forced entry or exit.
  - (i) Theft without a valid crime reference number and reported within 24 hours of becoming aware of the theft to the Gardai and Telefónica Ireland Ltd.
  - (j) Unexplained loss of the equipment.
  - (k) Loss of use or any consequential loss arising from theft, destruction or damage of the mobile phone.
  - (l) Any payment in respect of handset/car kit incompatibility or the installation or fitting of such equipment.
  - (m) Any mobile phone that is unable to be registered with Three Ireland Services (Hutchison) Limited or is not approved for use with the Three Ireland Services (Hutchison) Limited Network.

- 2. The Insurer shall not be liable in respect of the first €65 of each and every claim under the policy.

## CONDITIONS APPLYING TO THE COVER

### INTERPRETATION

Any word or expression to which a specific meaning has been attached in any part of the policy shall bear such meaning wherever it may appear in the Master Policy document held by the Insurer and The Administrator and in the certificate of insurance issued to the Insured.

### PRECAUTIONS BY THE INSURED

The Insured shall take all reasonable precautions for the safety of the property hereby Insured.

### CANCELLATION

The Insurer may cancel the cover at any time by sending fourteen days notice by registered post to the Insured at the Insured's last known address.

### CLAIMS

1. On the discovery of theft, destruction or damage which may give rise to a claim the Insured shall; Give immediate notice to Three Ireland Services (Hutchison) Limited Customer Care, Telephone Number 1913 and complete fully the claim form provided by them and supply any additional details that may reasonably be required to substantiate the claim.  
Return the completed claim form to The Administrator within 30 days of theft, destruction or damage.
2. On discovery of a theft which may give rise to a claim the Insured shall also advise the Gardai within 24 hours of becoming aware of the theft.
3. The Insurer will indemnify the Insured in respect of a maximum of 2 claims during any 12 months period. This restriction does not apply Sections (c) fraudulent calls and (d) phone accessories referred to under "The Cover Provided".
4. The Insurer reserves the right in its sole discretion not to indemnify the Insured against theft, destruction or damage if the mobile phone is unlocked from Three Ireland Services (Hutchison) Limited mobile network

### FRAUDULENT CLAIMS

If any claim is in any respect fraudulent or if fraudulent means or devices are used by the Insured or any person acting on the Insured's behalf to obtain any benefit under the policy or if the theft, destruction or damage is caused by the wilful act or with the connivance of the Insured all benefit under this 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. 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.

### COMPLAINTS PROCEDURE

At TELEFONICA INSURANCE, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the steps outlined below.

- As you deal with us directly, you should contact the Customer Services Co-ordinator Three Phonecover , PO. Box 7118, Dublin 2. Telephone 1850 797 000 or in the email [complaints@telefonicainsurance.ie](mailto:complaints@telefonicainsurance.ie)

If the complaint is not resolved to your satisfaction, you should write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:

- (i) Irish Insurance Federation, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914
- (ii) Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo-Call: 1890 88 20 90
- (iii) The Central Bank of Ireland, P.O Box 559, Dame Street, Dublin 2. Lo-Call: 1890 77 77 77

Your right to take legal action is not affected by following any of the above procedures.

***The above are a summary of the terms applicable to the cover. Full details of the terms conditions and exceptions are set out in the Master Policy document which is available for inspection at the offices of the Administrator , at Unit 211, Q House, Furze Road, Sandyford Industrial Estate, Dublin 18.***