

Arachas Mobile Device Insurance

Policy document



Introduction

This insurance policy is underwritten by Zurich Insurance plc. and arranged by Arachas Corporate Brokers Limited t/a Arachas. Zurich Insurance plc is regulated by the Central Bank of Ireland. Registered office: Zurich House, Ballsbridge Park, Ballsbridge, Dublin 4.

The policy administration, including claims handling will be conducted by Mobilecover Ltd on behalf of Zurich Insurance plc. Mobilecover Ltd t/a Mobilecover.ie is regulated by the Central Bank of Ireland.

If **you** have a policy query or want to make a change to your policy, contact Mobilecover on 01 2932818.

If **you** want to make a claim, contact Mobilecover on 1890 262 555

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.

Arachas – Arachas Corporate Brokers Limited t/a Arachas.

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.

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

iPhone – 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 Phone – 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.

Smartphone – 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, our or us – Zurich Insurance plc.

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

The cover provided

In exchange for the payment of your premium **we** will provide insurance for your **device** during the period of cover stated in your Policy Schedule, subject to the terms, conditions, and exclusions shown below or as amended in writing by **us**.

Commencement of cover

The cover period will commence on the date your application is accepted by **us** and confirmation of this date is included in your Policy Schedule.

Period of cover

As **you** have paid an annual premium, 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 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 €1,500 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 €1500. 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 to ensure that the SIM card is cancelled. The **limit of indemnity** shall not exceed €1500, 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

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) 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. 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 €1500, including VAT, in respect of such fraudulent calls,
- 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) **accidental damage** to batteries, chargers, ear pieces or carrying cases for **iPads** or **Tablets**.
- s) 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 ofa 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

Material facts

All material facts or information which could affect **our** decision to accept or maintain cover should be notified immediately. Material information is any fact that would be likely to affect **our** assessment or acceptance of the risk or the premium to be charged. Failure to disclose all material information, or disclosure of false or misleading information could result in the policy being cancelled or deemed void and/or a claim not being paid. Alternatively, in the event of misrepresentation, misdescription or non-disclosure of any material particular at the inception of this policy or from the time of any variation in cover including at renewal **we** may at our discretion waive our right to avoid this policy but exclude the consequences of any matter which ought to have been disclosed to **us** provided always that **you** are able to establish to our satisfaction that such misrepresentation, misdescription or non-disclosure was innocent and free from any fraudulent conduct or intent to deceive.

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 your device be replaced then the original device becomes the property of **us**. If the original device is recovered, it must be surrendered to **us**.

The device

The **device** must be less than 12 months old when the policy commences 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 **us**.

Cancellation

- **We** 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.

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 Gardaí within 48 hours of discovery of the said **loss** or **theft**
 - c) notify Mobilecover on 1890 262 555 and complete fully a 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 any receipts, documents or proof of purchase or repair, that it is reasonable for **us** 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 €1500, including VAT, in respect of such fraudulent calls.

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 this policy shall be forfeited.

Policy conditions

Alterations to annual premium and terms and conditions

We 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 **us** 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 **us** 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, **us** 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 plc ('we', 'our', 'us') 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 **us**. Full details are available in 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 **we** 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/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 our 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 **us** using the contact details below.

Zurich Insurance plc

- Customer Services on 053 915 7775
- Email **us** at dataprotectionofficer@zurich.ie
- Data Protection Officer, Zurich Insurance plc,
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 **Arachas**, telephone 01 213 5000.
2. If the matter remains unresolved to your satisfaction **you** can contact Zurich at (01) 6670666 or alternatively **you** can write to the Customer Service Co-ordinator at Zurich Insurance, PO Box 78, Wexford, or by email to customercare@zurich.ie. If the complaint is still not resolved to your satisfaction, **you** can write to the Chief Executive Officer at the aforementioned address.
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 1820.

Zurich Insurance

PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666 Fax: 01 667 0644

Website: www.zurich.ie

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