gadget insurance.ie

IRL

GADGET INSURANCE

Insuring iPads for Schools

Terms and Conditions

This insurance is sold and administered by Blue Insurances Limited (referred to as the ‘policy administrator’). The Insurers are Jubilee Insurance, Lloyd’s Syndicate 5820 (referred to as “**we/us/our**” in this Policy).
The Lloyd’s Managing Agent for Lloyd’s Syndicate 5820 is Jubilee Managing Agency Limited. It is entered in the Register of Lloyd’s Managing Agents. Registered Office: 50 Fenchurch Street, London, EC3M 3JY, registered in England number 04434499.
You can visit the Financial Services Authority website, which includes a register of all regulated firms at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.
OSG Business Solutions (referred to as the ‘claims administrator’) is appointed by **us** to handle all claims under this insurance. **You** can find their details in Section 9 ‘How to Claim.’

This is **your** Insurance Policy. It is only valid when **you** have also received **your policy schedule** which also comprises the information **you** gave **us** when **you** registered the **iPad**. These two documents should be kept in a safe place, as together they make up the entire insurance contract between **you** and **us** (the Insurer).

Please check them carefully to make sure they give **you** the cover **you** want. If **your** needs change, or any of the information on which the Policy is based changes, **your policy schedule** may need to be altered. Under the conditions of this Policy **you** must tell **us** of any changes to the information **you** gave **us** when **you** applied by contacting **gadgetinsurance.ie** on 0818 286 456.

Certification of Cover

This Policy and **your policy schedule** certify that insurance is affected between **you** and **us**.
We have entered into a Binding Authority Contract reference number 6025/EW158 with Blue Insurances Limited under which **we** have authorised them to sign these documents on **our** behalf.
In return for payment of the **premium we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.

Signed by

Ciaran Mulligan
Authorised signatory for Blue Insurances Limited.

Section 1: General Information

Eligibility
You must be 18 or over to purchase this Policy and be purchasing it in respect of an **iPad** issued to a **student** under the ‘iPads for Schools’ initiative. If **you** are under 18 and have inadvertently purchased this Policy, **you** should either request a refund (see Section 13 of this Policy) or ask **your** parent or guardian to register this Policy in their name.

Language
All insurance documents and all communications with **you** about **iPad** insurance will be in easy to understand English.

Disability
If **you** have any disability that makes communication difficult, please tell the policy administrator or the claims administrator, whichever is applicable, and they will be pleased to help.

Section 2: Territorial Limits

Cover is provided for **insured risks** occurring anywhere in the world for a maximum of 90 days in any one **period of insurance**. A repair will be delivered only to an address in Eire.

Section 3: Registering the iPad

To have the full protection of **your** Policy, **you** must comply with the following conditions. Failure to comply with the conditions may result in **us** declining any claim made under **your** Policy or may result in a reduced amount being paid to **you** in the event of a claim. When **you** purchase this Policy **we** will require **you** to register the **iPad** by providing the following information:

3.1. **Your** name and address;
3.2. The make, model, serial numbers, age and price paid (or estimated price in the case of a gift) of the **iPad you** wish to cover;
3.3. The date of purchase (or date of receipt in the case of a gift) of the **iPad**.

If **you** want to change the **iPad** or **your** address after this Policy has started (for example when the **iPad** is upgraded) **you** must do this on-line at **www.gadgetinsurance.ie** or by ringing Blue Insurance on 0818 286 456. If **you** fail to do this, the **iPad** will not be covered.

Section 4: Definitions

Where a word has specific meaning it will appear in **bold** print and will have the same meaning wherever it is used in the Policy.

"**Accidental Damage**" means accidental physical breakage, destruction or failure of the **iPad** due to an unforeseen event which causes physical **damage** to the **iPad** and that prevents it from operating correctly.

"iPad" means an Apple iPad provided to a **student** under the 'iPads for Schools' initiative and registered for cover under this Policy. It must not be older than 3 years of age at the time of registration and must be in good condition and in full working order.

"**Damage**" means physical breakage, destruction or failure of the **iPad** due to an event external to the **iPad** that prevents it from operating correctly.

"**Insured Risk**" means **theft, accidental damage, malicious damage**, or **theft damage. Your insured risks** will be stated on **your Policy Schedule**.

"**Loss/Lost**" means where the **iPad** has been accidentally left by the **student** in a location and the **student** is permanently deprived of its use.

"**Malicious Damage**" means physical breakage, destruction or failure of the **iPad** due to an unforeseen event caused by a malicious and deliberate act of a third party which causes physical **damage** to the **iPad** and prevents it from operating correctly.

"**Period of Insurance**" is the period shown on **your policy schedule** and is for a period of 12 consecutive months.

"**Policy Excess**" means the amount **you** must pay before **we** pay any claim under this Policy as shown on **your Policy Schedule**.

"**Policy Limit**" means the total number of claims permitted during the **period of insurance**

"**Policy Schedule**" means the document **we** send **you** to confirm **your period of insurance**, the **premium you** must pay, the **iPad** covered under this Policy, the **student**, the amount of **policy excess**, the **policy limit** and **insured risks**.

"**Premium**" means the amount **you** agree to pay to **us** in return for the entitlements and benefits under this Policy.

"**Student**" means the individual student in respect of whom the **iPad** has been issued under the 'iPads for Schools' initiative.

"**Terrorism**" means an act, including but not limited to the use or threat of force and/or violence, of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence.

"**Theft**" or "**Stolen**" means the taking of the **iPad** by persons known, or unknown, by aggravated or forcible means, with the intention of unlawfully and permanently depriving the **student** of possession of the **iPad**.

"**Theft Damage**" means physical breakage, destruction or failure of the **iPad** due to an event of **theft** which causes physical **damage** to the **iPad** and that prevents it from operating correctly.

"**Unattended**" means when the **student** does not have full view of the **iPad** or where the **student** is not in a position to prevent the unauthorised taking of the **iPad**, unless it is left in a locked room or a locked safety deposit facility. Any **iPad** left in a motor vehicle is deemed to be **unattended** unless the motor vehicle is locked with security systems activated and the **iPad** is out of view in an enclosed storage compartment, boot or luggage space.

"**We/Us/Our**" means Jubilee, Lloyd's Syndicate 5820.

"**You/Your**" means the person who took out this Policy and is named as the policyholder on the **policy schedule**.

Section 5: What is covered

In return for **you** paying the **premium we**, subject to the terms, conditions and exclusions described below, will repair or replace, the **iPad** with items of at least similar specification should the **iPad** be subject to an **insured risk** for **damage** and/or **theft**.

Policy limit
At **our** discretion, **we** may choose to either repair or replace the **iPad**, provided always that **our** total liability does not exceed the lower of either:
a) the cost of providing the **student** with an **iPad** of at least an equivalent specification, or
b) the **policy limit**.

The maximum number of claims allowed under this policy is two. If **you** claim in respect of two **iPads**, then all cover under the Policy will cease with no refund and **you** will need to purchase a new Policy to continue coverage.

Section 6: Period of Insurance

The **period of insurance** is shown in **your policy schedule** and is 1 year starting on the purchase date stated in the **policy schedule**. **You** may be able to renew **your** Policy subject to satisfying underwriting acceptance criteria as defined by **us**.

The **period of insurance** includes the first 14 days applicable to Exclusion 7.1, under which any claim resulting from any **insured risk** which occurs within the first 14 days from the purchase date of this Policy shall not be covered. This 14 day period commences again on any new or changed **iPad** which is added to **your** Policy after purchase.

Section 7: What Is Not Covered

This Policy does not cover **you** for:

7.1. **Loss** of the **iPad**.
7.2. Any claim resulting from any **insured risk** which occurs within the first 14 days from the purchase date of this Policy as stated in **your policy schedule.** This 14 day period will commence again and apply to any new or changed **iPad** which is added to **your** Policy after purchase.
7.3. **Theft, theft damage** or **malicious damage** of an **unattended iPad:**
  7.3.1. From or in a motor vehicle unless locked in a glove

compartment or out of sight in a boot/luggage area and where the doors and windows are shut and locked and security systems are activated;

7.3.2. From or in any other property, place or premises unless the **theft, theft damage** or **malicious damage** is accompanied by violent or forcible entry or exit, or where the **theft, theft damage** or **malicious damage** results from the acts of a person who has entered the property, place or premises unlawfully; or

7.3.3. **theft** or **theft damage** unless the **theft** or **theft damage** is of an aggravated or violent nature; or

7.32.4 From any public place or place to which the public has access at the time of the incident.

7.4. **Accidental damage** to the **iPad**

7.4.1. Caused by gradually occurring rust, humidity, damp or corrosion;

7.4.2. Due to wear and tear, marring, scratching, manufacturing defect, discoloration or any type of **damage** or failure not affecting the operation of the **iPad;** or

7.4.3. Resulting from alterations, maintenance, repairs, faulty or defective design or any process of cleaning or restoring.

7.4.4. Caused by damage to the screen where a recognised **iPad** cover which covers the main functioning screen was not in use at the time **accidental damage** occured.

7.5. Any **damage** to the **iPad** whatsoever, unless arising directly from an **insured risk.**

7.6. Any claim where the **student** or a person authorised by the **student** has **lost** or misplaced the **iPad.**

7.7. Any costs **you** may suffer or incur in respect of:

7.7.1. Depreciation in value, loss of use, loss of software, information or data stored in memories or any indirect losses which result from the incident that caused **you** to claim except as may be covered elsewhere in this Policy;

7.7.2. Any claim for costs associated with data downloads made during the period after the **iPad** was **stolen;**

7.7.3. **Claims** for accessories which are not integral to and forming part of the **iPad** will not be covered, as **insured risks** relating to or costs or charges incurred in repairing or replacing accessories such as headphones, battery chargers, batteries or memory cards are not considered to result in **damage** to the **iPad;**

7.7.4. Any **insured risk** caused by neglect, misuse or abuse of the **iPad** by the **student** or any person using the **iPad** with the **student's** permission;

7.7.5. Confiscation of, or detention by order of any government or public authority (including any customs official) of the **iPad**;

7.7.6. Costs of repair or replacement where the **insured risk** to the **iPad** is covered by the manufacturer's guarantee or warranty for either parts or labour unless the **insured risk** falls outside of the terms of the manufacturers warranty;

7.7.7. Costs incurred in the **iPad** being routinely serviced, inspected, adjusted or cleaned.

7.8. Any **iPad** which is not owned by the **student**, for example one given to the **student** by a friend.

7.9. Any claim where the **student** has failed to use the **iPad** in accordance with the manufacturer's instructions;

7.10. The cost of any claim for repair where there was no fault found with the **iPad**.

7.11. The costs of postage to return the **iPad** to **our** repair centre. **We** will only be responsible for repair and return delivery costs of the **iPad** after repair or replacement to **you.**

7.12. The **policy excess**. **You** will be required to pay any **policy excess** in full to **us** before the **iPad** is returned to **you** or replaced.

Section 8: General Exclusions

8.1. **Your Residence**
You are only entitled to the benefits and entitlements under this Policy if **you** live and have **your** main residence in the Republic of Ireland at the time of the **insured risk** occurring to the **iPad.**

8.2. **Recovered iPad**
Should **we** replace any **iPad** the original **iPad** becomes **our** property. If the original **iPad** is recovered **you** must return it to **us. We** will not be required to replace an **iPad** that has suffered **accidental damage, malicious damage** or **theft damage** unless **you** return it to **us** first.

8.3. **Other Insurances**
If **you** have another insurance policy covering the **iPad** in force at the time **you** make a claim on this Policy, then **we** will agree to pay **you** irrespective and without regard to such other insurance. However, such other insurance shall not act to increase **our** liability or any amount **we** shall pay under this Policy;

8.4. If **your** claim results in any way from:

8.4.1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;

8.4.2. any act of **terrorism;**

8.4.3. any act of war or **terrorism** involving the use of or release of a threat to use any nuclear weapon or device or chemical or biological agent;

8.4.4. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Section 9: How to Claim

9.1. **You** must report any **theft, theft damage** or **malicious damage** caused by a third party to the **iPad**, to the Police within 24 hours of discovery of such **theft, theft damage** or **malicious damage** and **you** must provide **us** with the crime reference number and the name of the Police station showing that **you** have done so.

9.2. If the **iPad** is subject to an **insured risk**, **you** should report **your** claim to the claims administrator as soon as reasonably possible after discovery of the incident by calling the OSG Claims line on 01-2994680 or email gadgetinsurance@osg.ie.

9.3. If **you** are overseas when the **insured risk** occurs then **you** must report the incident as soon as reasonably possible following **your** return to the Republic of Ireland.

Section 10: Claims Conditions

10.1. This Policy does not cover the cost of illegal use of any data downloads made on the **iPad.** In the event of **theft**, **you** should immediately report it to **your** data provider to ensure use of the **iPad** is blocked. **We** may request completion of a claim form, which **we** will supply. This must be fully completed by **you** and submitted as soon as reasonably possible.

10.2. All claims payable under this Policy will be paid in the Republic of Ireland. In the case of claims for an **iPad**, which are capable of being economically repaired, **you**

Section 10: Claims Conditions *(continued)*

will be responsible for the costs of postage to return the **iPad** to **our** repair centre. **We** will be responsible for repair and return delivery costs only. **You** will be required to pay any **policy excess** in full to **us** before the **iPad** is returned to **you. You** may incur delivery costs and an administration charge if **you** are not at the delivery address as arranged.

10.3. Fraudulent Claims or Misleading Information
We take a robust approach to fraud prevention in order to keep **premium** rates down so that **you** do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this insurance, **your** right to any benefit under this insurance will end, **your** policy will be cancelled and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** may also inform the Police.

Section 11: General Conditions

11.1. Information
If any information provided to **us** or the policy administrator or the claims administrator by **you**, or anyone acting on **your** behalf, is inaccurate or if **you** fail to disclose any information which might reasonably affect **our** decision to provide insurance under this policy, **your** right to any benefit under this policy will end.

11.2. Premium Payment
The amounts **you** must pay are shown in **your policy schedule**.

11.3. Your Duty of Care
You shall take all reasonable precautions to protect the **iPad** against **insured risks** and shall use and maintain the **iPad** in accordance with the **iPad** manufacturer's instructions.

11.4. Changes to Your Details
You must advise **us** of any changes to the **iPad** or personal details either on-line at **Gadgetinsurance.ie**, or by calling Blue Insurances on 0818 286 456 so that **we** may register **your** new **iPad** under **your** Policy.
Your Policy only covers **you** for the **iPad** registered with **us** at the time of the **insured risk** which gives rise to a claim.

Section 12: Renewal of Your Policy

12.1. To make sure **you** have continuous cover under **your** Policy, **we** will aim to automatically renew (auto-renew) **your** Policy when it runs out, unless **you** tell **us** not to. Each year **we** will notify **you** 31 days before the renewal date of **your** Policy, and tell **you** about any changes to the **premium** or the Policy Terms and Conditions.

12.2. For the facilitation of the auto renewal service **we** are entitled to assume that **your** details have not changed and **you** have the permission of the card holder unless **you** inform **us** otherwise.

12.3. **You** can opt out of automatic renewal by calling Blue Insurances on 0818 286 456, otherwise **we** will collect the renewal **premium** from **your** credit card or debit card.
You should also note that **your** renewed Policy will only be valid when:

12.3.1. **you** have told **us** about any changes to **your** Policy details, and

12.3.2. **your** credit card or debit card details have not changed

In some cases **we** may not be able to automatically renew **your** Policy; **we** will let **you** know at the time if this is the case.
You can cancel this policy at any time during the first 14 days of cover (the 'cooling-off period') and, provided **you** have not made a claim, **you** will receive a full refund of any premium paid.

Section 13: Cancellation

You can cancel at any time after the 14 day cooling off period and **we** will make a proportionate refund of the **premium** paid, as long as **you** have not made a claim and do not intend to make a claim. However, such refund may be subject to administration charges from Blue Insurances Limited. To cancel cover please contact Blue Insurances on 0818 286 456.

We may cancel **your** policy at any time by giving **you** 30 days' written notice to **your** last known email address (or mailing address if **you** do not have an email address) provided by **you**. **We** will allow a proportionate refund of any **premiums** paid for the insurance cover remaining, as long as **you** have not made any claims.

Section 14: Complaints and Contact Details

14.1 Complaints
Every effort is made to provide **you** with a high standard of service. However, occasionally disputes or misunderstandings can arise and **you** need to know what to do if they do.

First **you** need to decide what **your** complaint is about, and to help **we** have listed below the types of complaint **you** may have. So that **you** are clear about what to do **we** have also listed the contact details of those who may deal with **your** complaints. Each will advise **you** of their internal complaints handling procedures when **you** contact them.

14.1.1 Complaints about the sale of your policy
If **you** wish to make a complaint about the sale of this insurance please contact the policy administrator.

N.B. If **you** remain dissatisfied regarding a complaint about the sale of **your** policy **you** may refer it to the Republic of Ireland Financial Services Ombudsman Service (FSO). The contact details are shown below.

14.1.2 Complaints about other policy matters
If **you** wish to make a complaint about other policy matters such as its general administration (other than a claim) please contact the policy administrator. The contact details are shown below.

14.1.3 Complaints about a claim
If **you** wish to make a complaint about a claims matter, please contact the claims administrator. The contact details are shown below.

N.B. If **you** remain dissatisfied regarding a complaint about other policy matters or a claim it can be referred to Lloyd's of

Section 14: Complaints and Contact Details *(continued)*

London. The contact details are shown below.
Complaints that cannot be resolved by Lloyd's may be referred to the Republic of Ireland Financial Services Ombudsman Service (FSO). The contact details are shown below.

14.2 Contact Details

Policy Administrator
The Managing Director, Blue Insurances Limited, Plaza 212, Blanchardstown Corporate Park, Blanchardstown, Dublin 15.
Telephone: +353 (0)818 286 456

Claims Administrator
The Managing Director, OSG Business Solutions, Merrion Hall, Strand Road, Sandymount, Dublin 4
Phone: +353 (0)1 299 4680.
Fax: +353 (0)1 661 5249.
Email: info@osg.ie

Lloyd's
Lloyd's Ireland Representative Limited
7/8 Wilton Terrace
Dublin 2
Ireland
Tel: +353 (0)1 6 441 000
Email: LloydsIreland@lloyds.com

FSO
The Republic of Ireland Financial Services Ombudsman, 9SR 3rd Floor, Lincoln House, Lincoln Place, Dublin 2
Telephone: 1890 88 20 90 or +353 16620899
Email: enquiries@financialombudsman.ie

This complaints procedure does not affect **your** legal rights.

Section 15: Legal and Regulatory Information

Premiums And Claims – Your Rights
When handling **premium** payments from **you** that are due to **us** and when handling any claim **you** make, the policy administrator and the claims administrator act as **our** authorised agents. This means that when **you** pay a **premium** to the policy administrator it is deemed to have been received by **us** and that any valid claim **you** make with the claims administrator which is to be settled by a payment, is not deemed to have been settled until **you** have received a payment.

The Law Applicable To This Insurance
Both **you** and **we** may choose the law which applies to this contract. Unless **you** and **we** agree otherwise, the law which applies to this contract is the law of Eire.

Data Protection
Information **you** supply will only be used for the purpose of providing **you** with this insurance, the administration of **your** policy and handling any claim **you** make. **We**, and all parties acting on **our** behalf, will handle any information **you** provide in accordance with the data protection laws in force in Eire.

Any legal proceedings between **you** and **us** in connection with this contract will, therefore, only take place in the courts of Eire.

Financial Services Compensation Scheme
We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations to **you** under this contract.

Further information can be obtained from The Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London, E1 8BN Tel: 020 7892 7300
Website: www.fscs.org.uk