



IMPORTANT INFORMATION

We have not provided **you** with a personal recommendation as to whether this product is suitable for **your** needs so **you** must decide yourself whether it is or not. **You** have made a decision based on the information made available to **you**. This policy meets the demands and needs of those who wish to insure their **electronic gadgets** against theft, damage, breakdown and for mobile phones, iPads and tablets; **accidental loss**. **Your electronic gadget** must be in good condition and full working order prior to taking out this policy. If there is evidence that the damage, theft or loss occurred prior to the policy start date **your** claim will be refused and no premium refund will be due.

This insurance is arranged by Blue Insurance Limited and administered by Supercover Insurance Ltd with UK General Insurance Limited on behalf of the underwriter, Surestone Insurance dac, an insurance company established in Ireland and authorised and licensed by the Central Bank of Ireland. Registered in The Republic of Ireland, registration number 340407, registered office Merrion Hall, Strand Road, Sandymount, Dublin 4, D04 P6C4.

Blue Insurance Limited trading as GadgetInsurance.com is regulated by the Central Bank of Ireland. Supercover Insurance Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services register at www.fca.org.uk/register or by contacting them on +44 (0) 800 111 6768.

INTRODUCTION

In return for the payment of **your** premium **we** will provide insurance for **your electronic gadgets** during the **period of cover** as stated in **your** validation certificate subject to the terms, conditions and limitations shown below or amended in writing by **us**. This policy only covers **your electronic gadgets** when in the care of **you** or a member of **your immediate family**.

If **you** pay for **your** premiums monthly then **your** policy is a rolling monthly policy and is only in force if the monthly premium continues to be paid. Cover can continue up to a maximum of five years.

If **you** pay for **your** policy annually, then **your** policy is an annual policy for which the full annual premium must be paid at inception and again at each annual renewal date. The type of policy **you** have will be shown in **your** validation certificate.

AUTOMATIC RENEWAL OF YOUR ANNUAL POLICY

We will contact **you** up to 30 days before the annual renewal date of **your** policy and **we** will tell **you** then if there are any changes to **your** premium. To ensure continuation of cover, **we** will attempt to renew **your** policy 2 weeks prior to the renewal date unless **you** advise **us** otherwise. If **we** are unable to automatically process **your** renewal **we** will contact **you** before **your** renewal date and invite **you** to renew **your** policy via an alternative channel. **Your** renewal premium will be taken by the same method used during **your** initial purchase. If **you** do not want to auto renew **your** policy, simply follow the instruction in **your** renewal notification. If **you** do nothing, then this policy will automatically renew for a further period of 12 months.

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in bold in this certificate.

Accidental loss means that the **electronic gadget** has been accidentally left by **you** in a location and **you** are permanently deprived of its use.

Electronic Gadgets - the portable electronic items insured by this policy and shown on **your** validation certificate which have been purchased by **you** in the Republic of Ireland, UK or US and is no more than 24 months old at point of policy purchase. **Electronic gadgets** must have been purchased as new or in the case of refurbished items, purchased directly from the manufacturer. **Criteria:** **We** can only insure **electronic gadgets** that are: Purchased as new in the Republic of Ireland, UK or US with **evidence of ownership**; or Purchased as refurbished in the Republic of Ireland, UK or US direct from the Manufacturer or Network Provider with **evidence of ownership**; or Gifted to **you** as long as **you** are able to provide a Gift receipt or other **evidence of ownership**; and not more than 24 months old, at the time of policy purchase; and In good condition and full working order at the time this policy is purchased with no prior repairs from non manufacturer approved repairers.

Evidence of ownership - A document to evidence that the **electronic gadget** **you** are claiming for belongs to **you**. This can be a copy of the till receipt, delivery note, gift receipt or, if the **electronic gadget** is a mobile phone, confirmation from **your** Network Provider that the mobile phone has been used by **you**.

Home - the permanent residence shown on **your** validation certificate.

Immediate family - **your** mother, father, son, daughter and spouse. **Immediate family** also includes **your** domestic partner (domestic partner is defined under this policy as someone **you** are living with in a long-term permanent relationship as if **you** are married to them).

Period of cover - for monthly policies 1 (one) calendar month from the inception date, renewing monthly on the same day each month (the last day of the month will apply appropriately to each month) provided the monthly premium is paid.

For annual policies 1 (one) year from the inception date.

The **period of cover** **you** selected can be found on **your** validation certificate.

Precautions - all measures that would be deemed appropriate to expect a person to take in circumstances to prevent **accidental loss**, damage or theft of **your electronic gadgets**.

Proof of usage - means evidence that the **electronic gadget** has been in use since policy inception. Where the **electronic gadget** is a mobile phone, this information can be obtained from **your** Network Provider. For other **electronic gadgets**, in the event of an accidental damage claim this can be verified when the **electronic gadget** is sent to **our** repairers for inspection.

Terrorism means any act, including but not limited to the use of force or violence or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government to put the public or any section of the public in fear.

Unattended - not within **your** sight at all times and out of **your** arms-length reach.

We, us, our - UK General Insurance Ltd on behalf of Surestone Insurance dac.

You, your - the person, who owns the **electronic gadgets** as stated on the validation certificate.

WHAT WE WILL COVER

IMPORTANT

Where **your electronic gadget** is a mobile phone, in the event of a claim **you** will be required to provide **proof of usage** which confirms **your** mobile phone has been in use between policy inception and the incident date.

A. Accidental Damage

We will pay repair costs if **your electronic gadgets** are damaged as the result of an accident.

B. Theft

If **your electronic gadgets** are stolen **we** will replace them. Where only part or parts of **your electronic gadgets** have been stolen, **we** will only replace that part or parts.

C. Accidental Loss

If **you** selected the option to pay an additional premium and cover **your** mobile phone, iPad or tablets for **accidental loss**, then if **you** lose **your** mobile phone or iPad **we** will replace it. This will be shown on **your** validation certificate. No other **electronic equipment** is insured for **accidental loss**.

D. Breakdown

Breakdown which occurs outside of the manufacturers guarantee period. This cover is not available on laptops or computers.

E. Fraudulent Call Use

If **your** mobile phone is stolen and **your** claim accepted **we** will reimburse fraudulent call costs up to the value of €1500.

F. Liquid Damage

We will pay repair costs if **your electronic gadgets** are damaged as the result of an accident involving liquid.

WHAT WE WILL NOT COVER

Your electronic gadgets are not covered for:

1. Theft:

- from any motor vehicle where **you** or someone acting on **your** behalf is not in the vehicle, unless the **electronic gadget** has been concealed in a locked boot, closed glove compartment or other closed internal compartment and all the vehicle's windows and doors closed and locked and all security systems have been activated. A copy of the repairer's account for such damage or other evidence of damage, must be supplied with any claim;
- from a building or premises (including **your home** or workplace) unless the theft involves force in gaining entry to or exit from the building or premises, resulting in damage to the building or premises. A copy of the repairer's account for such damage, or other evidence of damage must be supplied with any claim;
- when away from **your home** unless the **electronic gadget** is concealed on or about **your** person when not in use, or it is stored in a locked room or secured receptacle (such as a locked safe, locked locker or closed desk drawer);
- where the **electronic gadgets** has been left **unattended** when it is away from **your home**;
- where all available **precautions** have not been taken to protect **your electronic gadget** from theft.

2. Loss or damage caused by:

- you** deliberately damaging or neglecting the **electronic gadgets**;
- you** not following the manufacturer's instructions;
- routine servicing, inspection, maintenance or cleaning;
- the use of non-manufacturer approved accessories;

3. Repair or other costs for:

- routine servicing, inspection, maintenance or cleaning;
- loss caused by a manufacturer's defect or recall of the **electronic gadgets**;
- Wear and tear, including but not limited to: replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials, or gradual deterioration of performance;
- repairs carried out that have not been pre-approved by **us**;
- electronic gadgets** which have previously had repairs carried out by non manufacturer approved repairers;
- cosmetic damage of any kind, including scratches, dents and other visible defects that do not affect safety or performance;
- any damage if the serial number has been deliberately tampered with in any way.

4. Any kind of damage whatsoever unless the damaged **electronic gadgets** are provided for repair.

5. Any loss involving a SIM (subscriber identity module) card.

6. Any expense incurred as a result of not being able to use the **electronic gadgets**, or any loss other than the repair or replacement costs of the **electronic gadgets** unless relating to unauthorized call use for **your** mobile phone up to the maximum value of €1500.

7. Any claim made, or any event causing the need for a claim to be made, that occurs within the first 14 days of the inception date of the policy or the first 14 days of any amendment to **your** policy. If **your electronic gadget** is less than 3 months old on the date **you** insure it, then this clause does not apply and **your** cover begins immediately.

8. Loss of or damage to accessories of any kind.

9. **Accidental Loss** where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place of the loss.

10. Any claim for an **electronic gadget** where **proof of usage** cannot be provided or evidenced.

11. Reconnection costs or subscription fees of any kind.

Please note: if you are insuring an item without SIM card capability, all exclusions relating to SIM cards are not applicable.

12. War Risk

Terrorism, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.

13. Nuclear Risk

Damage or destruction caused by, contributed to or arising from:

- ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

14. Sonic Boom

Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

15. Loss of Data or Software

Any loss of or damage to information or data or software contained in or stored on the **electronic gadgets** whether arising as a result of a claim paid by this insurance or otherwise.

16. Any indirect loss or damage resulting from the event which caused the claim under this policy;

17. Liability of whatsoever nature arising from ownership or use of the **electronic gadgets**, including any illness or injury resulting from it.

18. **Electronic Gadgets** purchased under a private sale.

CLAIM SETTLEMENT

1. The intention of this policy is to put **you** back in the same position as immediately prior to the loss or damage. It is not a replacement as new policy. If **the electronic gadget** cannot be replaced with an identical **electronic gadget** of the same age and condition, **we** will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original **electronic gadget**. **We** cannot guarantee that the replacement **electronic gadget** will be the same colour as the original item.
2. Repairs will be carried out using readily available parts. Where possible **we** will use original parts but in some cases, unbranded parts may be used. In the event that any repairs authorised by **us** under this policy invalidate **your** manufacturer's warranty, **we** will repair or replace **your electronic gadget** for the remaining period of **your** manufacturer's warranty in line with **your** manufacturer's warranty terms and conditions.
3. In the event of a valid claim resulting in the replacement of the **electronic gadget**, this policy will automatically cover the replacement **electronic gadget**.

CONDITIONS AND LIMITATIONS

1. Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.
2. This insurance only covers **electronic gadgets** bought in The Republic of Ireland, UK or US and used in the Republic of Ireland or UK. Cover is extended to include use of the **electronic gadgets** anywhere in the world up to a maximum of 60 days in total, in any single 12 month period, subject to any repairs being carried out in The Republic of Ireland or the UK by repairers approved by **us**.
3. The **electronic gadget** must be less than 24 months old with a valid **evidence of ownership** (not from online auctions) when the policy is started.
4. **You** must provide **us** with any receipts, documents or **evidence of ownership**, that it is reasonable for **us** to request.
5. This insurance may only be altered, varied or its conditions altered or premium changed by one of **our** authorized officials, giving **you** 30 days notice in writing.
6. **We** may cancel the policy by giving **you** 30 days notice in writing.
7. In the event of any claim **you** are responsible for the payment of any outstanding premium.
8. **You** cannot transfer the insurance to someone else or to any other **electronic gadgets** without **our** written permission.
9. **You** must take all available **precautions** to prevent any loss or damage.
10. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
11. This insurance may only be altered, varied or its conditions altered or premium changed by **us**, giving **you** 30 days' notice in writing.

CANCELLATION

Your right to change **your** mind. **You** may cancel the insurance, without giving reason, by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents.

CANCELLATION AFTER THE 14 DAY DAY PERIOD

If **you** wish to cancel **your** insurance after the initial 14 day withdrawal period **you** can do so by calling GadgetInsurance.com on 0818 286 456 or by emailing info@gadgetinsurance.com, allowing one months notice.

If **you** pay **your** premium on a monthly basis **your** policy will be cancelled at the next monthly anniversary of the date **your** policy commenced. There will be no refund of premium due as the premium paid will have only been in respect of the cover already received.

If a claim has been made by **you** **we** will not refund any premium and **you** must still pay us the remaining annual premium. If **you** cancel **your** direct debit this does not mean that **you** have cancelled **your** policy.

If **you** pay **your** insurance premium annually and providing no claim has been made under the policy **you** will receive a proportionate refund of premium based on the unused **period of cover** under the policy less an administration fee of €15. Policy cover will cease from the date **we** receive **your** cancellation instructions or from a later date at **your** request.

If a claim has been made **we** will cancel **your** cover but not refund any premium.

CLAIMS PROCEDURE

1. **You** must:
 - notify Supercover Insurance on telephone number **0818 275 786** or via email on gadgetclaims@supercoverinsurance.com as soon as possible but in any event within 48 hours of any incident likely to give rise to a claim under this insurance;
 - report the theft or loss of any mobile phone, within 24 hours of discovery to **your** Airtime Provider and blacklist **your** handset;
 - report the theft or **accidental loss** of any **electronic gadgets** to the Garda within 48 hours of discovery and obtain a crime reference number in support of a theft and a lost property number in support of an **accidental loss** claim;
 - provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss including but not limited to household insurance. Where appropriate a ratable proportion of the claim may be recovered direct from these Insurers.
2. If **your** claim is for an **electronic gadget**:
 - up to the value of €400 (when new) the excess fee is €40 for any claim.
 - over the value of €401 (when new) the excess fee is €75 for any claim.
3. If **we** replace **your electronic gadgets** the damaged or lost items become **ours**. If it is returned or found **you** must notify **us** and send it to **us** if **we** ask **you** to.

UK General Insurance Limited are an agent of Surestone Insurance dac and in the matters of a claim act on their behalf.

To help **us** improve **our** service **we** may record or monitor telephone calls.

WARNING

We will process **your** claim under the terms and conditions of this insurance based on the first reason notified to **us** for the claim. If **your** claim is not covered and **you** then submit a claim having changed the reason **we** consider this as fraud. Details of all such cases will be passed to appropriate agencies for action.

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **us** of any changes to the Answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** Answers may mean that **your** policy is invalid and that it does not operate in the event of a claim.

COMPLAINTS

Making Yourself Heard

If **you** have cause for complaint, it is important that **you** know that **we** are committed to providing **you** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try to put things right.

Who to Contact?

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- to be sure **you** are talking to the right person, and;
- that **you** are giving them the right information.

When You Contact US

- Please give **us your** name and contact telephone number.
- Please quote **your** policy and/or claim number.
- Please explain clearly and concisely the reason for **your** complaint.

Step One – Initiating Your Complaint

Does **your** complaint relate to:

- A. The sale of **your** policy?
- B. A claim on **your** policy?

If A, **you** need to contact

Gadgetinsurance.com,
Plaza 255 Blanchardstown Corporate Park 2,
Blanchardstown,
Dublin 15
Tel: (01) 247 8955
Email: complaints@blueinsurance.ie

If B, **you** need to contact

Supercover Insurance Limited,
Waterside House,
Riverside Way,
Uxbridge,
UB8 2YF.
Tel: 0818 275 786
Email: complaints@supercoverinsurance.com

If **your** complaint about **your** claim cannot be resolved by the end of the fifth working day, Supercover Insurance Limited will pass it to Customer Relations Department, UK General Insurance Limited. Tel: +44 345 218 2685. Email: customerrelations@ukgeneral.co.uk

If **your** complaint is not resolved to **your** satisfaction and **you** remain dissatisfied with the final response to **your** complaint **you** can take the issue further.

Step Two – The Financial Services Ombudsman Bureau

If **you** have received the final response to **your** complaint and **you** are still dissatisfied, **you** may refer **your** case to the Financial Services Ombudsman Bureau (FSOB). The FSOB will only consider complaints after **you** have been provided with written confirmation that the internal complaints procedure has been exhausted. **You** can find out more by visiting the FSOB website at www.financialombudsman.ie

Alternatively, if **you** have purchased **your** policy online, **you** can submit a complaint through the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/odr>

COMPENSATION SCHEME

Surestone Insurance dac is authorised and regulated by the Central Bank of Ireland. In the event that the company cannot meet its insurance obligations **you** may be entitled to compensation from the Irish Insurance Compensation Fund. Further information about the compensation scheme arrangements is available from the Central Bank of Ireland by writing to P.O. Box 9138, College Green, Dublin 2, Republic of Ireland or by telephone or fax (Tel: 01 410 4000 or Fax: 01 410 4900) or by e-mail consumerinfo@centralbank.ie

STAMP DUTY

Insurance Act 1936 (or future amendments thereto)

All monies which become or may become payable by the Company under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

Finance Act 1990 (or future amendments thereto)

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

DATA PROTECTION ACT 1998

Supercover Insurance Ltd ("Supercover") does not pass any personal data about **you** to any third parties. When **you** apply for insurance and/or make a claim, **you** will be required to disclose relevant personal data about yourself to Supercover or their agents, including data which is deemed "sensitive" under the Data Protection Act 1998. **Your** explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when **you** make a claim. Please note that any information that **you** provide to Supercover may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by Supercover its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.

THE CHECKS WE MAKE AND SHARING INFORMATION WITH OTHER ORGANISATIONS

Under the Data Protection Act 1998 **we** are required to tell **you** the following information. It explains how **we** may use **your** details and tells **you** about the systems **we** have in place that allow **us** to detect and prevent fraudulent applications and claims. The savings that **we** make help **us** to keep premiums and products competitive.

INSURANCE ADMINISTRATION

Information **you** supply may be used for the purposes of insurance administration by Supercover Insurance Limited, **your** insurers and their agents and re-insurers. In assessing any claims made, **we** may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

FRAUD PREVENTION, DETECTION AND CLAIMS HISTORY

In order to prevent and detect fraud **we** may at any time share information about **you** with other organisations and public bodies including the Police. **We** may check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;

In addition **we** may undertake credit searches and conduct additional fraud searches (this may include requests for copy driving licences, utility bills and other documentation to establish the identity of any person applying for insurance).

CLAIMS HISTORY

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help **us** to check information provided and also to prevent fraudulent claims. Under the conditions of **your** policy **you** must tell **us** about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When **you** tell **us** about an incident **we** will pass information relating to it to these databases. **We** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

OTHER INSURERS

Supercover Insurance Limited and **your** insurers may pass information about **you** and this policy to other insurance companies with which **your** insurers reinsure their business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the UK but within the European Economic Area ("EEA").

On payment of a small fee **you** are entitled to receive a copy of the information **we** hold about **you**. If **you** have any questions, or **you** would like to find out more about this notice **you** can write to the Data Protection Officer, Supercover Insurance Ltd, Waterside House, Riverside Way, Uxbridge, UB8 2YF.