



IRE

This insurance is arranged by Blue Insurances Limited and administered by Supercover Insurance Ltd with UK General Insurance Limited on behalf of the underwriter, UK General Insurance (Ireland) Limited, 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 Alexandra House, The Sweepstakes, Ballsbridge, Dublin 4.

Gadgetinsurance.com is a trading name of Blue Insurances Limited. Blue Insurances Limited is authorised and 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 Servicess register at www.fca.org.uk/register or by contacting them on +44 (0)845 606 1234.

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 the validation certificate, subject to the terms, conditions, and limitations shown below or as amended in writing by us.

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

This cover is limited to a maximum claim value as shown in your validation certificate and a maximum of 2 replacements per insured electronic gadget in any 12 month period.

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.

Commercial vehicle - any vehicle used wholly or partly for commercial or business purposes or any other vehicle that is being used for commercial or business purposes at the time of any loss or damage to the electronic gadget.

Electronic gadgets - the items insured by this certificate, purchased by you in the Republic of Ireland, UK or US. Items must have been purchased as new or in the case of refurbished items, purchased directly from the manufacturer. If your item was purchased in the UK or Republic of Ireland, the supplier must be a VAT registered supplier.

Immediate family - your mother, father, son, daughter, spouse, domestic partner.

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 (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 Purchase means an original receipt and any other documentation required to prove your electronic gadgets were purchased as new by you. If the supplier was a supplier in the Republic of Ireland or UK, they must be a VAT registered company. Any receipt must show the date of purchase, make, model, IMEI/ Serial number of your electronic gadgets.

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 UK General Insurance (Ireland) Limited

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

WHAT WE WILL COVER

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 or iPad 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 **commercial vehicle**, convertible or soft top vehicle;
- from any motor vehicle where you or someone acting on your behalf is not in the vehicle, unless the electronic gadgets have been concealed in a locked boot, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors closed and locked and all security systems have been activated;
- · from any building, land or premises unless force, resulting in damage to the building or premises, was used to gain entry or exit;
- from your control or the control of any member of your immediate family, except where it has been concealed either on or about the person and not left unattended, or the use of physical force or violence against the person has been used or threatened;
- · where the electronic gadgets has been left unattended when it is away from your home;
- where precautions have not been taken.
- 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 accessories;
- · leaving the electronic gadget on any motor vehicle roof, bonnet or boot.
- 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;
- · replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
- repairs carried out by persons not authorised by us;
- · wear and tear or gradual deterioration of performance;
- cosmetic damage of any kind;
- if the serial number has been 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 **your** policy or the first 14 days of any amendment to **your** policy.
- 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 if the **electronic gadget** has not been used after the date the insurance has been purchased.
- 11. Any loss or damage caused by the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories or associated equipment to correctly recognise and process any calendar date or time.
- 12. If a SIM card was not in a mobile phone at the time of the loss, damage or theft that was registered to you.
- 13. 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.

14. 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.

- 15. Nuclear Risk
 - Damage or destruction caused by, contributed to or arising from:
 - a. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

16. Sonic Boom

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

17. 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.

- 18. Any indirect loss or damage resulting from the event which caused the claim under this policy;
- 19. Liability of whatsoever nature arising from ownership or use of the electronic gadgets, including any illness or injury resulting from it.
- 20. Electronic Gadgets purchased under a private sale.

REPLACEMENT

- 1. This policy offers replacement only and is not a replacement as new policy. If the **electronic gadgets** cannot be replaced with identical **electronic gadgets** of the same age, colour 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 gadgets**.
- 2. In the event of a valid claim resulting in the replacement of the **electronic gadgets**, this policy will not automatically cover the item or items of replacement equipment during the remainder of the policy year in which the claim has been settled. However, the replacement **electronic gadgets** may be insured on payment of an additional premium, which will be proportionate to the value of the replacement equipment.

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 proof of purchase (not from online auctions) when the policy is started.
- 4. You must provide us with any receipts, documents or proof of purchase, 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 reasonable 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. If you pay your insurance monthly and make a claim, you need to have paid a total premium amount equal to 12 monthly premiums. If this is not the case, you will be required to pay the difference before we will pay your claim.

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 and pay monthly you can do so by calling Gadgetinsurance.com on 0818 286 456 or in writing by emailing info@gadgetinsurance.com allowing one months notice. For annual policies you may cancel your insurance at any time however an administration fee shall be due equal to 25% of the annual premium with a minimum fee applying of €10.

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 or PDA, 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. There is an excess fee of €50 for all claims which must be paid before your claim can be approved.
- 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 UK General Insurance (Ireland) Limited 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

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY

Please contact Blue Insurances Limited who arranged the Insurance on your behalf. You can get in touch on 0818 286 456 or by emailing info@gadgetinsurance.com

If your complaint about the sale of your policy cannot be resolved by the end of the next working day, your agent will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ. Tel: 0845 218 2685. Email: customerrelations@ukgeneral.co.uk

CLAIMS

In the first instance please contact The Customer Services Director, Supercover Insurance Limited, 602 Cumberland House, 80 Scrubs Lane, London, NW10 6RF Tel: 0818 275 786. Email: complaints@supercoverinsurance.com

In all correspondence please state that your insurance is provided by UK General Insurance Limited and quote your Policy Reference.

If **your** complaint about **your** claim cannot be resolved by the end of the next working day, Supercover Insurance Limited will pass it to: Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ. Tel: 00 44 845 218 2685. Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Services Ombudsman Bureau. They can be contacted at: Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo Call: 1890 88 20 90. Tel: 01 662 0899. Fax 01 662 0890. Email: enquiries@financialombudsman.ie. Web: www.financialombudsman.ie.

The above complaints procedure is in addition to your statutory rights as a consumer.

COMPENSATION SCHEME

UK General Insurance (Ireland) Limited 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

Stamp duty has been or will be paid in accordance with the provisions of S.113 of the Finance Act 1990 (as amended) All monies which become payable to **us** under this insurance shall in accordance with section 9.3 of the Insurance Act 1936 be paid in the Republic Of Ireland 9.3 of the Insurance Act 1936 be paid in the Republic of Ireland.

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 Limited, 602 Cumberland House, 80 Scrubs Lane, London, NW10 6RF