



Gadget

Policy Document IRE

BLUE
INSURANCE

IMPORTANT INFORMATION

ARRANGED BY

Gadget Insurance cover is arranged by Cover-More Blue Insurance Services Limited. Cover-More Blue Insurance Services Limited address is Suite 11, Fifth Floor, No. 2 Stemple Exchange, Blanchardstown Corporate Park D15 E4FN, Ireland. Cover-More Blue Insurance Services Limited trading as Blueinsurance.ie is regulated by the Central Bank of Ireland.

DATA PROTECTION OF COVER-MORE BLUE INSURANCE SERVICES LIMITED

Cover-More Blue Insurance Services Limited and its associated companies are committed to protecting **your** privacy and personal information at all times and ensure that all personal data processed by Cover-More Blue Insurance Services Limited in the course of administering **your** policy is done so in compliance with the relevant data protection legislation.

To administer **your** policy Cover-More Blue Insurance Services Limited will process and store information about **you** provided by **you**. This notice applies to anyone who is insured under this Gadget Insurance policy and whose personal information may be processed for the provision of insurance and related services.

Personal information may be used by Cover-More Blue Insurance Services Limited for the purposes of arranging **your** policy; including but not limited to customer service, analysis, complaints handling and the detection and prevention of crime. The information **you** have supplied will also be passed to the **underwriter** for fulfilment of **your** insurance contract and for claims purposes. Please refer to the Data Protection section contained further within the policy wording for further details on how the **underwriter** processes **your** data.

You have various rights in relation to personal information that is held by Cover-More Blue Insurance Services Limited, including the right to request access to **your** personal information, the right to correct inaccurate personal information, or the right to request the deletion or suppression of personal information where this is not restricted by any conflicting legitimate interest.

This notice explains certain aspects of how Cover-More Blue Insurance Services Limited use **your** information and what rights **you** have in relation to **your** personal information, however **you** can obtain more information about how Cover-More Blue Insurance Services Limited use **your** data by reviewing Cover-More Blue Insurance Services Limited full Privacy Policy (<https://www.blueinsurance.ie/PrivacyPolicy/IE/>). **Your** data will be treated in accordance with Cover-More Blue Insurance Services Limited privacy policy.

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.

UNDERWRITTEN BY:

This gadget insurance is underwritten by White Horse Insurance Ireland dac. White Horse Insurance Ireland dac is registered in Ireland No 306045. White Horse Insurance Ireland dac's Registered Office is Rineanna House, Shannon Free Zone, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac is regulated by the Central Bank of Ireland. This can be checked by visiting their website at www.centralbank.ie.

INTRODUCTION**COVER**

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions and limitations shown below or as amended in writing by **us** and during the **period of cover**. This policy only covers **your electronic gadget(s)** when in the care of **you** or a member of **your immediate family**. For monthly and annually renewing policies where there is no lapse in cover, **we** will cover **electronic gadget(s)** that are less than 5 years old on the renewal date of **your** most recent policy. Note: There is no cover for **electronic gadget(s)** that do not satisfy the **cover criteria**.

If **you** pay for **your** insurance premium monthly then **your** insurance policy is a monthly rolling 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 **your** insurance premium annually, then **your** insurance policy is an annual policy for which the full annual premium must be paid on the first purchase date of this insurance and again at each annual renewal date. **Your** insurance policy is only in force if the full annual premium continues to be paid at each renewal. The type of policy **you** have will be shown in **your** validation certificate.

AUTOMATIC RENEWAL OF YOUR POLICY**ANNUAL POLICIES:**

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 **we** are unable to contact **you** to process **your** renewal and **we** do not receive **your** renewal premium, all cover under **your** insurance policy will end at midnight on the date of expiry as shown on **your** validation certificate. 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.

MONTHLY POLICIES:

We will renew **your** monthly policy on the same day each month provided the premium is paid unless **you** advise **us** otherwise. If **we** are unable to automatically process **your** monthly policy payment **we** will contact **you** and invite **you** to renew **your** policy via an alternative channel. **Your** monthly premium will be taken by the same method used during **your** initial purchase. If **we** are unable to contact **you** to process **your** renewal and **we** do not receive **your** monthly premium, all cover under **your** insurance policy will be deemed to have ended at midnight on the day before **your** monthly renewal date. If **you** do not want to auto renew **your** policy, simply follow the instructions in the cancellation section of this policy. If **you** do nothing, then this policy will automatically renew for a further month.

DEFINITIONS

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

Accessories - An item(s) which connects to or is specifically and/or solely used with **your electronic gadget(s)**. For the purposes of this insurance policy this means chargers, protective/carrying cases, ear/headphones (included as standard with the purchase of **your original electronic gadget(s)**) and hands-free mounting devices, but excludes **electronic gadget(s)**, SIM/memory cards, storage devices, ear/headphones/wireless in-ear pods/buds (other than those included as standard with the purchase of **your original electronic gadget(s)**), smart watches, smart glasses, fitness trackers, GPS devices and other wearable technology devices. **Evidence of ownership** for **accessories** will need to be provided in the event of a claim.

Accidental Damage - Any damage, including damage caused by fire and/or liquid damage, caused to **your electronic gadget(s)** which was not deliberately caused by **you**.

Accidental loss - Means that the mobile phone, iPad, smart watch or tablet has been accidentally left by **you** in a location and **you** are permanently deprived of its use. **You** must pay an additional premium for **accidental loss** cover and this will be shown on **your** validation certificate. **Accidental loss** provides cover for mobile phones, iPads, smart watches and tablets only. No other electronic equipment or devices are covered for **accidental loss**.

Breakdown - Means the breaking or burning out of any part of **your electronic gadget(s)** (excluding laptops) whilst in ordinary use arising from internal electronic, electrical or mechanical defects in **your electronic gadget(s)** and which causes a sudden stoppage to **your** ability to use **your electronic gadget(s)** in the way intended by the manufacturer of the **electronic gadget(s)**. **Breakdown** cover excludes laptops.

Claims Administrators - Davies Group Ltd, Unit 8, Fulwood Business Park, Caxton Road, PR2 9NZ. Telephone: 0818 286 458. Email: gadgetclaims@davies-group.com. Website: <https://blueinsurance.davies-group.com/>.

Cover Criteria:

We can only insure **electronic gadget(s)** if **you** are able to provide **evidence of ownership** and if they satisfy each of the following criteria:

1. The **electronic gadget(s)** are not more than 12 months old at the time this policy is initially purchased, and;
2. The **electronic gadget(s)** are in **your** possession and in good working condition (not accidentally damaged) and;
3. The **electronic gadget(s)** have not previously been repaired using non-manufacturer parts; and
4. The **electronic gadget(s)** were:
 - a) Purchased as new in the Republic of Ireland, UK or US, or;
 - b) Purchased as refurbished direct from the manufacturer or network provider in the Republic of Ireland, UK or US, or;
 - c) Gifted to **you** as long as the **electronic gadget(s)** are purchased as new or refurbished direct from the manufacturer or network provider in the Republic of Ireland, UK or US and **you** are able to provide a gift receipt.

Electronic Gadget(s) - The portable **electronic device(s)**, **excluding accessories** that meet the **cover criteria**, that are insured by this policy and shown on **your** validation certificate. For the purposes of this insurance policy **electronic gadget(s)** means: Mobile Phones, iPhones, iPads,

Tablets, Smart watches, Headphones, Kindles, Sat Navs, MP3/iPods, Portable Games Consoles, Camcorders, Camera's, SLR Lenses, Go Pro's and Laptops.

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

Home – **Your** permanent residence shown on **your** validation certificate.

IMEI, Serial number – The international mobile equipment identity (**IMEI**) or **serial number** which is the unique identification number that is used to identify **your electronic gadget(s)**. **You** may find the **IMEI** or **serial number** on the box of **your electronic gadget(s)**, **your** sales invoice or gift receipt or by contacting **your** network provider. **You** may also find **your IMEI** by dialling *#06# on **your** mobile phone keypad.

Immediate family – **Your** mother, father, son, daughter, spouse or domestic partner who resides with **you** at **your home**.

Limit of liability – **Our** liability, in respect of any one claim in relation to **your electronic gadget(s)**, will be limited to the replacement cost as confirmed by **us** of each **electronic gadget(s)** being claimed for and, in any event, shall not exceed the maximum liability as shown on **your** validation certificate.

Malicious Damage – Any damage caused to **your electronic gadget(s)** which was deliberately caused by anyone other than **you**.

Period of cover – For monthly policies one calendar month from the inception date, renewing monthly on the same day each day each month, provided the monthly premium is paid. For annual policies one year from the inception date, provided the annual premium is paid. The **period of cover** **you** selected can be found on **your** validation certificate.

Policy excess – An amount **you** have to pay towards the cost of a claim under this insurance. This excess is €75 and must be paid by **you** before **we** settle **your** claim.

Precautions – All measures that would be deemed appropriate to expect a person to take in circumstances to prevent loss, damage or **theft** of **your electronic gadget(s)**.

Proof of usage – Means evidence that the **electronic gadget(s)** has been in **your** use since **you** purchased this insurance policy up to the date that the loss, **theft** or damage occurred. Where the **electronic gadget(s)** is a mobile phone, this information can be obtained from **your** network provider. For other **electronic gadget(s)**, in the event of an **accidental damage** claim this can be verified when the **electronic gadget(s)** is sent to **our** repairers for inspection.

Theft/Stolen – Means the unauthorised dishonest taking of the **electronic gadget(s)** specified on **your** validation certificate, by another person with the intention of permanently depriving **you** of it. **Theft** claims must be accompanied by a valid Garda or police crime reference report.

Unattended – Means the **electronic gadget(s)** is either not visible to **you** or **your** proximity to the **electronic gadget(s)** is such that **you** cannot intervene should an incident occur that results in loss, **theft** or damage to the **electronic gadget(s)** when away from **your home**.

We, Us, Our, Underwriter – White Horse Insurance Ireland dac.

You, Your, Yourself – The person, who is over 18 years old and who owns the **electronic gadget(s)** as stated on the validation certificate.

WHAT WE WILL COVER

IMPORTANT

Where **your electronic gadget(s)** 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. In respect of the areas of cover listed below, for any claim **we** will only pay costs up to the **limit of liability**.

A. Accidental Damage

We will pay repair costs if **your electronic gadget(s)** are damaged as a result of an accident. Where only part(s) of **your electronic gadget(s)** suffer **accidental damage**, **we** will only repair and/or replace that part(s). If **your electronic gadget(s)** cannot be economically repaired, **we** will replace them.

B. Theft

If **your electronic gadget(s)** are **stolen**, **we** will replace them. Where only part(s) of **your electronic gadget(s)** have been **stolen**, **we** will only repair and/or replace that part(s).

C. Accidental Loss

(Optional Cover - Only operative if indicated in **your** validation certificate and additional premium paid.)

If **you** accidentally lose **your** mobile phone, iPad, smart watch or tablet, **we** will replace them. Where only part(s) of **your gadget(s)** have been **accidentally lost**, **we** will only replace that part(s). **You** must pay an additional premium for **accidental loss** cover and this will be shown on **your** validation certificate. **Accidental loss** provides cover for mobile phones, iPads, smart watches and tablets only, no other electronic equipment, **gadget(s)** or devices are covered for accidental loss.

D. Malicious Damage

We will pay repair costs if **your electronic gadget(s)** are damaged as a result of **malicious damage** caused to **your electronic gadget(s)** by a third party. Where only part(s) of **your electronic gadget(s)** have been damaged, **we** will only repair and/or replace that part(s).

E. Breakdown

If **your electronic gadget(s)** suffers electrical **breakdown** which occurs outside of the manufacturers guarantee period, **we** will repair it. Where only part or parts of **your electronic gadget(s)** suffer **breakdown**, **we** will only repair and/or replace that part(s). If **your electronic gadget(s)** cannot be economically repaired, **we** will replace them. **Breakdown** cover excludes laptops.

F. Fraudulent Use

If **your** mobile phone is lost or **stolen**, is used fraudulently and **your** claim is approved, on receipt of **your** itemised bill from **your** network provider **we** will reimburse **you** for the fraudulent use of **your** mobile phone up to the value of €10,000. This includes calls, messages, downloads and data made/used from the time it was lost or **stolen** up to a maximum of 24 hours from discovery of the incident.

G. Liquid Damage

We will pay repair costs if **your electronic gadget(s)** are damaged as a result of an accident involving liquid. Where only part(s) of **your electronic gadget(s)** have been damaged, **we** will only repair and/or replace that part(s). If **your electronic gadget(s)** cannot be economically repaired, **we** will replace them.

H. Accessories

If **your** claim for **your electronic gadget(s)** is approved, **we** will replace **accessories** that were **accidentally lost, stolen** or damaged at the same time as **your electronic gadget(s)** up to a maximum value of €150 for all **accessories**. If **we** replace **your electronic gadget(s)** with a different make or model and this means that **you** can no longer use **your** existing **accessories**, **we** will replace them too, up to a maximum value of €150 for all **accessories**. **Evidence of ownership** for **accessories** will need to be provided in the event of a claim. The maximum payable under this section (H. **Accessories**) is €150 per claim.

WHAT WE WILL NOT COVER

Your electronic gadget(s) 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(s)** 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 **precautions** are in operation (including those to prevent unauthorised keyless entry to the vehicle). A copy of the repairer's report for such damage or other evidence of damage must be supplied with **your** claim;
- From any 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 report for such damage or other evidence of damage must be supplied with **your** claim;
- When away from **your home** unless **your electronic gadget(s)** is concealed on or about **your** person when not in use or it is stored in a locked room or securely stored (such as a locked safe, locked locker or closed desk drawer);
- Where the **electronic gadget(s)** was in the possession of a third party (other than a member of **your immediate family**) at the time of the incident giving rise to a claim under this insurance;
- Where the **electronic gadget(s)** has been left **unattended** when it is away from **your home**;
- Where all available **precautions** have not been taken to protect **your electronic gadget(s)** from **theft**.

2. Loss or damage caused by:

- **You** deliberately damaging or neglecting the **electronic gadget(s)**;
- **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 gadget(s)**;
- Wear and tear including but not limited to depreciation, gradual deterioration of performance or damage caused by atmospheric or climatic conditions, replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
- Repairs carried out that have not been pre-approved by **us**;
- **Electronic gadget(s)** which have previously had repairs carried out by non-manufacturer approved repairers;
- Any damage if the **IMEI or serial number** has been deliberately tampered with in any way.

4. Cosmetic damage of any kind, including scratches, dents and other visible defects that do not affect safety or performance.

5. Any kind of damage whatsoever unless the damaged **electronic gadget(s)** are provided to **us** for repair.

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

7. Any expense incurred as a result of not being able to use the **electronic gadget(s)**, or any loss other than the repair or replacement costs of the **electronic gadget(s)**, unless relating to the fraudulent use detailed under Section F. Fraudulent Use for **your** mobile phone, up to the maximum value of €10,000.
8. The **policy excess**. For all claims the **policy excess** is €75.
9. 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 where the **electronic gadget(s)** has not been insured within 14 days of purchase.
10. Any claim made, or any event causing the need for a claim to be made, that occurs within the first 14 days of any amendment(s) to **your** policy where the **electronic gadget(s)** has not been insured within 14 days of purchase.
11. Loss of or damage to **accessories** that were not attached to **your electronic gadget(s)** at the time of the incident.
12. **Accidental loss** in **your home** or 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.
13. Any claim for an **electronic gadget(s)** where **proof of usage** cannot be provided or evidenced.
14. Loss of or damage to **accessories** that were not lost, stolen or damaged simultaneously with **your electronic gadget(s)** at the time of the incident
15. 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.
16. The cost of postage and/or courier fees for **your electronic gadget(s)** to be repaired or replaced.
17. **Electronic gadget(s)** or **accessories** not owned by **you**.
18. Electrical or mechanical **breakdown** during the warranty or guarantee period or due to a manufacturer recall.
19. Cosmetic enhancements **you** have made to **your electronic gadget(s)**, for example plating or embellishment with precious metals, stones or crystals.
20. Any claim for an electronic or portable device(s) that is not an **electronic gadget(s)** or **accessories**.
21. The costs of any fraudulent use incurred after 24 hours of **you** discovering **your** mobile phone is lost or **stolen**.
22. The costs of any fraudulent use if not as a result of **accidental loss** or **theft**.
23. The costs of any fraudulent use where the **accidental loss** or **theft** of **your** mobile phone has not been reported to **your** network provider within 24 hours of discovery of the incident or the cost of fraudulent calls where **your** network provider fails to properly block **your** service.
24. The cost of any fraudulent use of any electronic or portable device(s) that is not a mobile phone.
25. Any claim where **you** have failed or refused to provide documents or other information necessary to support and/or verify **your** claim.
26. Any **electronic gadget(s)** for which **you** cannot provide **evidence of ownership** to evidence that **your electronic gadget(s)** were purchased as new or refurbished from a manufacturer or network provider in the Republic of Ireland, UK or US.
27. Any claim for loss, **theft** or damage to **your electronic gadget(s)** left **unattended** (including whilst checked in with a public transport carrier(s)).
28. Any circumstance of the **theft** or loss that cannot be clearly identified or proven, such as when **you** are unable to confirm the time and place of the incident
29. Any claim where **you** have failed or refused to provide **evidence of ownership** to support and/or verify **your** claim.
30. **War Risk**
Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
31. **Radiation**
Any direct or indirect consequence of:
Irradiation or contamination by nuclear material; or
The radioactive, toxic, explosive or other hazardous or contaminating properties of any

radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

32. 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 organisation 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.

33. Sonic Boom

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

34. Electronic Data

Any consequence, howsoever caused, including but not limited to a computer virus resulting in electronic data being lost, damaged, destroyed, distorted, altered, erased or otherwise corrupted.

For the purposes of this policy, electronic data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, computer virus shall mean a set of corrupting, harmful, malware or similar malicious code, cyber-hacking or mechanism introduced through a network or downloaded software or as a result of any failure of the internet, or loss of use, reduction in functionality or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

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

36. Any direct or indirect liability arising from ownership or use of the **electronic gadget(s)**, including any illness or injury resulting from it.

37. **Electronic gadget(s)** purchased under a private sale.

38. **Electronic gadget(s)** lost or damaged whilst in the possession of the postal service, courier or delivery service.

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(s)** cannot be replaced with an identical **electronic gadget(s)** 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(s)** and replacement **electronic gadget(s)** may be refurbished models. **We** cannot guarantee that the replacement **electronic gadget(s)** 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(s)** for the remaining period of **your** manufacturer's warranty in line with **your** manufacturer's warranty terms and conditions.
3. All blocks must be removed from **your electronic gadget(s)** before being sent for repair. This includes any personal pin locks or operator specific security blocks, including Find My iPhone. Failure to do so will result in **your** claim being delayed and/or **your electronic gadget(s)** being returned to **you**. Where possible, **you** should back up and remove **your** data from **your electronic gadget(s)** prior to sending them to **us** for repair, as **we** cannot guarantee that data will be saved if **your electronic gadget(s)** is repaired or replaced.

4. In the event of a valid claim resulting in the replacement of the **electronic gadget(s)**, this policy will automatically cover the replacement **electronic gadget(s)**. The policy premium may remain the same or increase according to the value of **your** replacement **electronic gadget(s)**.
5. If **your** claim for the replacement or repair of **your electronic gadget(s)** is approved, **we** will only send **your** replacement or repaired **electronic gadget(s)** to **your home** address in Republic of Ireland or the UK.

CONDITIONS AND LIMITATIONS

1. Unless some other law is agreed in writing, this policy is governed by Irish law. If there is a dispute, it will only be dealt with in the Irish courts.
2. This insurance only covers **electronic gadget(s)** 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 gadget(s)** anywhere in the world up to a maximum of 180 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(s)** must be less than 12 months old with a valid **evidence of ownership** (not from online auctions) when the policy is initially purchased.
4. **You** must provide **us** with any receipts, documents, **proof of usage** or **evidence of ownership**, that it is reasonable for **us** to request. Such proof must evidence that **you** own the **electronic gadget(s)**, which may include the **IMEI** or **serial number** and other identifying details where appropriate.
5. 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.
6. **You** cannot transfer the insurance to someone else or to any other **electronic gadget(s)** without **our** written permission.
7. **You** must take all available **precautions** to prevent any loss, **theft** or damage.
8. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty or insurance.
9. This insurance policy may only be amended (including premium change), cancelled or its conditions otherwise altered by **us**, by giving **you** 30 days notice in writing.

CANCELLATION

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact [Blueinsurance.ie](https://blueinsurance.ie) within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

CANCELLATION AFTER THE 14 DAY PERIOD

If **you** wish to cancel **your** policy after 14 days **you** can do so by calling [Blueinsurance.ie](https://blueinsurance.ie) on 0818 484 484 or by emailing info@blueinsurance.ie, allowing one months notice.

If **you** pay **your** premium on a monthly basis **your** policy will be cancelled from the date **we** receive **your** cancellation instructions. There will be no refund of premium due as the premium paid will have only been in respect of the cover already received. It is not possible to backdate policy cancellation.

If **you** pay **your** insurance premium annually and provided no claim has been made under the policy **you** will be entitled to a pro-rata return of premium, less a €15 administration fee. Policy cover will

cease from the date **we** receive **your** cancellation instructions. It is not possible to backdate policy cancellation. If a claim has been made **we** will cancel **your** cover but not refund any premiums.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address.

Valid reasons may include but are not limited to:

- A. Where **we** reasonably suspect fraud; or
- B. Non-payment of premium; or
- C. Threatening and abusive behaviour; or
- D. Non-compliance with policy terms and conditions; or
- E. **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium.

CLAIMS PROCEDURE

For all claims:

1. **You** must:

- Notify the **claims administrators** as soon as possible, but in any event, within 48 hours of any incident likely to give rise to a claim under this insurance.
Online: <https://blueinsurance.davies-group.com/>. Telephone: 0818286458. Email: gadgetclaims@davies-group.com
- 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 a **policy excess** for all claims which must be paid before **your** claim can be approved. For all claims the **policy excess** is €75.

3. If **we** replace **your electronic gadget(s)** 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.

If **your** claim is for **accidental damage**, liquid damage, **malicious damage** or **breakdown**:

- **You** must report **your** claim to **us** as soon as possible but in any event within 48 hours of any incident likely to give rise to a claim under this insurance.
- Do not attempt to repair **your electronic gadget(s)** **yourself** or use an unauthorised repairer as this will invalidate **your** insurance policy and **your** claim will not be covered.
- After any **accidental damage**, liquid damage, **malicious damage** or **breakdown** occurs, **you** must take reasonable care of **your electronic gadget(s)** to prevent further damage occurring.
- To make sure **your electronic gadget(s)** are repaired or replaced as quickly as possible and to keep **your** data safe, where possible please complete the following checklist before sending **your electronic gadget(s)** to **us**:
 - Back up **your electronic gadget(s)**;

- Remove any screen locks and/or passcodes;
- If **your electronic gadget(s)** has a security feature, for example 'Find My iPhone' this needs to be disabled;
- Remove and keep any **accessories**;
- To ensure **your** data is fully protected, perform a factory reset on **your electronic gadget(s)** before sending it to **us**.

We will explain this process during **your** claim and **we** will check that all security features have been disconnected before arranging **your** repair or replacement. **We** will not be able to complete a repair or send **you** a replacement until **we** can confirm the security features have been removed.

For **accidental loss** or **theft** claims:

You must:

- Report the **theft** or **accidental loss** of any mobile phone, within 24 hours of discovery to **your** network provider and blacklist **your** mobile phone. **We** will need verification from **your** network provider that **your** mobile phone is blacklisted (where applicable);
- Report the **theft** or **accidental loss** of any **electronic gadget(s)** to the Gardaí or Police within 48 hours of discovery and obtain a crime reference number in support of a **theft** claim and a lost property number in support of an **accidental loss** claim;
- Report **your** claim to **us** as soon as possible but in any event within 48 hours of any incident likely to give rise to a claim under this insurance;
- Provide **us** with an itemised bill from **your** network provider to support **your** claim if you are claiming for fraudulent call use.

To help **us** to improve **our** service, clarify information provided and to assist in detecting and preventing fraud. Calls may be recorded.

FRAUDULENT CLAIMS/FRAUD

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal or any adjustment to **your** policy; or
- Fails to reveal or hides a fact likely to influence the cover **we** provide; or
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false; or
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false; or
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

We, **our** agents, other insurers and fraud prevention agencies obtain and share information with each other to prevent and detect fraudulent claims to help protect **our** customers and ourselves from such activity.

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 fraud. Details of all such cases will be passed to appropriate agencies for action.

YOUR RESPONSIBILITY

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

COMPLAINTS

MAKING A COMPLAINT

We know that sometimes, no matter how hard **we** try, **we** don't always get it right. If **we** give **you** cause for complaint, it's important that **you** know that **we** are committed to providing **you** with a high level of service and customer care.

When this happens, **we** want to hear about it so that **we** can try to put things right.

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:

Cover-More Blue Insurance Services Limited,
Suite 11, Fifth Floor, No. 2 Stemple Exchange,
Blanchardstown Corporate Park
D15 E4FN

Telephone: 0818 484 484

Email: customercomplaints@covermore.com

If B, should **you** have any query or complaint regarding the way **your** claim has been dealt with, in the first instance please contact:

The Customer Experience Manager
White Horse Insurance Ireland dac
Rineanna House

Shannon Free Zone
Shannon
County Clare
Republic of Ireland

Email: complaints@white-horse.ie

STEP TWO

The Customer Experience Manager will issue a final response to **your** complaint.

If **you** remain dissatisfied with this final response, **you** have the right to make an appeal to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29

Telephone: +353 1 567 7000

Email: info@fspo.ie

Website: www.fspo.ie

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme.

DATA PROTECTION NOTICE

DATA PROTECTION NOTICE OF WHITE HORSE INSURANCE IRELAND DAC

White Horse Insurance Ireland dac holds **your** personal information in accordance with all applicable data protection laws.

To administer **your** policy White Horse Insurance Ireland dac will collect and use information about **you** provided by **you**. This notice applies to anyone who is insured under this insurance policy and whose personal information may be processed for the provision of insurance and related services.

Personal information may be used by **us** for the purposes of administering **your** policy including decision making on provision of insurance cover, underwriting, processing and claims handling. **We** may also use **your** personal information for other related matters such as customer service, analysis, complaints handling and the detection and prevention of crime. The information **you** have supplied may be passed to other insurers and reinsurers for underwriting and claims purposes or to other third party service providers used by **us** in fulfilling **your** insurance contract.

We may send **your** personal information in confidence to other companies who provide services to **us** for processing and storage. This may mean sending information to countries outside of the United Kingdom, European Union or European Economic Area that may not have the same levels of privacy legislation as in the United Kingdom, European Union or European Economic Area. When **we** do this, **we** will ensure that **we** transfer the data securely and accordingly to regulatory requirement.

You have various rights in relation to personal information that is held by **us**, including the right to request access to **your** personal information, the right to correct inaccurate personal information or the right to request the deletion or suppression of personal information where this is not restricted by any conflicting legitimate interest.

This notice explains certain aspects of how **we** use **your** information and what rights **you** have in relation to **your** personal information, however **you** can obtain more information about how **we** use **your** data by reviewing **our** full privacy policy. **Our** privacy policy is available to read on **our** website www.whitehorseinsurance.eu.

Your data will be treated in accordance with **our** privacy policy.

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