

Terms and Conditions for Older Services of Vodafone

Vodafone World terms & conditions (bill pay) - pre April 26th 2016

1. Vodafone World tariff tables are designed as a guide for you to calculate your roaming charges. All prices are displayed in Euro per minute and are accurate as of 1st July 2014, but may change without notice.
2. All Vodafone World voice and text rates displayed are inclusive of VAT at 23% as displayed on <https://www.vodafone.ie/roaming/calls-texts/>
3. It is Vodafone's policy not to charge Customers for diverted voicemail calls received by Customers while roaming internationally. However, there may be rare occasions where, due to circumstances beyond Vodafone's control, this technically will not happen and Customers will be charged for diverted voicemail. In such circumstances, upon receipt of a request from a Customer, Vodafone will reimburse the entire amount charged for such diverted voicemail calls.
4. In Vodafone World Europe zone making a call will be subject to a minimum charge of 30 seconds and thereafter will be charged on a per second basis. Receiving a call in Vodafone World Europe zone will also be charged on a per second basis. When roaming in Vodafone World USA & Canada and Rest of World zones you will be charged on a per minutes basis for both making and receiving calls.
5. Vodafone World rates apply to GSM networks only.
6. Charges for premium rate and satellite calls will vary according to the cost charged by the foreign network operator and exchange rate fluctuations, and may include minimum call charges. A network handling fee will be applied to these calls
7. Vodafone cannot guarantee access to our coverage within any foreign country. If you are unable to receive access to a Vodafone Preferred Network, you may obtain access to another foreign network operator in that country. If so, you will be charged accordingly.
8. These terms and conditions are in addition to the general terms and conditions of the Vodafone service.

RED Roaming (pre April 30 2014)

1. Red Roaming is available to the following customers: a. All PAYG customers b. Bill Pay customers who are on any of the Red or MyWay domestic plans
2. You can opt-in /out in the following ways: Instore, Customer Care, Text, Online at MyVodafone, Vodafone Data Roaming Monitor Application.
3. When you opt-in, Red Roaming may take up to 24 hours to be applied to your account.
4. The charges will apply to customers who have opted into Red Roaming and use their phone when roaming on any network in the following countries. Vodafone reserves the right to

change the countries and/or networks from time to time for commercial or geopolitical reasons; such changes will happen without notice and it is the customers' responsibility to check prior to travel. Countries: Albania, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland*, France, Germany, Greece, Guernsey, Hungary, Iceland, Isle of Man*, Italy, Jersey*, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom. (*Postpaid only) For Business customers, Red Roaming can also be used while travelling in USA and Canada.

Pay as You Go customers

5. Once you've opted into Red Roaming and are roaming in any of the countries listed below at 12. a €1.99 (inc VAT) access fee will apply following the first roaming mobile event of the day i.e. make or receive a call, send a text, use mobile internet on the live APN. Receiving a call in the UK will not invoke the access fee.
6. Once the access fee has been applied you can access and use your domestic price plan for voice, text and domestic voice/text add-ons. You will also receive 200MB of data each day
7. Any additional data will be charged at €0.25 per MB (inc VAT) charged in KB increments.
8. PAYG customers must have sufficient credit to pay the full roaming access fee.

Bill pay and business customers

9. Once you've opted into Red Roaming and are roaming in any of the countries listed below at 4, Customers on an eligible [Consumer domestic plan](#) will pay a €2.99 (inc VAT) access fee and customers on an eligible [Business domestic plan](#) will pay a €2.99 (ex VAT) access fee which will be applied following the first roaming mobile event of the day i.e. make or receive a call, send a text, use mobile internet on the live APN. Receiving a call in the UK will not invoke the access fee.
10. Once the access fee has been applied you can access and use your domestic price plan for voice, text and voice or text add-ons. You will also receive 200MB of data each day
11. Any additional data will be charged at €0.25 per MB (inc VAT) charged in KB increments.
12. Business domestic plan (or vice versa) you will remain opted into Red Roaming but will move to the relevant version of your new domestic plan (as outlined in 8 above).

All customers

13. When using data you will receive a text notification telling you when you have used 80% of your daily data allowance.
14. Only calls and texts to standard mobiles and standard landlines (excluding premium rate and non-geographic numbers)
15. Any special domestic promotions or reduced rates for Bank /Public Holidays are not included.

16. The data available with Red Roaming is only allowed on the live.apn. Data usage on any other apn will be charged our default per MB data roaming rate or according to your roaming plan for that specific apn.
17. You'll only be charged on those days that you use your phone while you are abroad.
18. EU Regulated Data Roaming spend caps and notifications apply to data used within Red Roaming. €1.08 ex VAT of each daily access fee incurred is included in the EU Regulated Data Roaming Spend Caps and Notifications.
19. When you opt into Red Roaming and travel to countries at 4 above (including UK), Red Roaming will apply. If you are already opted into Vodafone Passport and/or Vodafone Passport Mobile Internet these will only apply when you roam in the Rest of the World countries in the relevant Passport footprint. This means Passport will not apply in countries at 4 above and eg you can no longer avail of free Passport voice roaming in the UK. If you opt-out of Red Roaming you will remain on Vodafone Passport and/or Vodafone Passport Mobile Internet. If you have not opted into either of these plans you will pay our default roaming plans.
20. Data cannot be used for the purpose of Tethering.
21. Unused data cannot be carried over to the next day.
22. Out of bundle data usage will be charged per kb for usage beyond the daily roaming allowance.
23. Customers are responsible for the management of their device configurations and should be aware that updates and connections and so are wholly responsible for any associated costs while roaming. Where a customer device is set up for automatic data updates, connections on the customers mobile are considered to be with the consent of the customer and so data roaming charges will apply.
24. To avoid unexpected data usage while roaming due to automatic updates and connections it is recommended that these be disabled whilst travelling and manual connections be made when needed. Please refer to the handset manual or application settings for detailed instructions
25. If your use of the Data Services on other carriers' wireless networks ("offnet data usage") during any month exceeds your offnet data usage allowance, Vodafone may at its option terminate your access to the service, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet data usage. Your offnet data usage allowance is equal to 20% of the kilobytes included with your plan.
26. Service charges while roaming do not include event charges such as charges for download of ringtones or games, and do not include the use of any data services for which a special charge is made.
27. Red Roaming is designed to be used by customers normally domiciled in the Republic of Ireland (RoI). To avail of Red Roaming, pay as you go customers must be active on the

Vodafone Ireland network during the previous three months. Customers who do not have ongoing usage on the Vodafone Ireland network will be deemed to be in breach of these terms which will result in the removal of Red Roaming from their account and/or termination of service at Vodafone's discretion.

28. Use of Red Roaming is subject to these terms and conditions. We reserve the right to vary or amend these terms.

Vodafone Damage Only Insurance Terms & Conditions for customers post 01/04/2016

Definitions

- **the Company** - means ACE European Group Limited, Ireland Branch ("ACE"), of 5 George's Dock, International Financial Services Centre, Dublin 1.
- **the Premium** - means the amount payable by You for this insurance.
- **You or Your** - and words derived there from means a Vodafone Ireland Limited ("Vodafone") subscriber (or a nominated user of the subscriber who has been notified to Vodafone) whose application for insurance is accepted by the Company and who pays and continues to pay the Premium.
- **the Insured Equipment** - means Your mobile phone handset or data device as listed as insured by You in Vodafone's records (and a standard home charger, battery and SIM card therefore). An upgraded mobile phone handset or data device obtained through Vodafone's upgrade programme will automatically become the Insured Equipment (in place of Your prior handset or data device) unless You advise the Company to the contrary.
- **Period of Insurance** - means the period between the Company's acceptance of Your application for insurance and the termination of the insurance. Period of insurance refers to one calendar month with a minimum initial duration of three months and your policy will automatically renew on a monthly basis for up to fifty-nine (59) months provided You pay the required premium or unless the policy is cancelled within the terms of Clause 12 Cancellation below.
- **Accidental Damage** - means accidental physical breakage, destruction or failure of your covered product(s) due to an unforeseen event which causes physical damage to the covered product(s) and that prevents it from operating correctly.
- **Malicious Damage** - means where damage is deliberately caused to Your Equipment by someone other than You.
- **Damage/Damaged** - means Accidental Damage and Malicious Damage.

Benefits

ACE European Group Limited ('The Company') will at its discretion and in return for Your continued payment of the monthly Premium, reimburse You for the cost of repair or replacement of Your Insured Equipment to an equivalent specification, which may be by way of a refurbished mobile where Your mobile has been Damaged during the Period of Insurance subject to the following definitions, exclusions and conditions.

How to make a claim

1. If Your Equipment is Maliciously Damaged, You should notify An Garda Síochána or local police authority and obtain a crime number within 72 hours of discovery, (other than where extenuating circumstances prevent you from doing so). You must take all steps to co-operate with the investigations and enquiries of An Garda Síochána or local police authority.
2. If Your Equipment is Damaged, You should notify Vodafone Claims within 14 days of discovery, (other than where extenuating circumstances prevent you from doing so), together with any further details required to substantiate the claim.
3. Please ensure that You have removed any locking mechanism (e.g. Find my iPhone) from Your Damaged Equipment before You send it to us. If this isn't removed, this may affect the processing of Your claim and the handset may be returned to You for the block to be removed before the claim can be assessed.

You can notify Vodafone Claims online at www.staymobile.ie, by phone at 0818 92 77 11, by fax to 01 696 1027 or by post to Vodafone Claims, P O Box 10329 Dublin 2.

Exclusions

This insurance does not cover the following:

1. General
 - There shall be an excess charge payable by You for any successful claim. The amount of the excess charge shall be €75.00.
 - Accidental Damage if at the time of the Accidental Damage the Insured Equipment is not in Your possession or is not being used by You.
 - Damage caused by Your wilful misconduct.
 - Insured Equipment for which a claim has previously been made except for Insured Equipment which has previously been repaired under the provisions of clause 3 of Conditions; or unless proof can be provided of a manufacturer authorised repair to the previously reported damage.
 - Consequential loss of any kind.
 - For loss of use or reconnection costs or subscription fees of any kind, any expense incurred as a result of not being able to use the mobile, any unauthorised call use from your Insured Equipment or any loss other than the repair or replacement costs of the Insured Equipment.

- Damage resulting or arising directly or indirectly from:
 - ionising 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 nuclear component thereof.
 - any consequence of war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, civil commotion, rebellion, revolution, insurrection, military or usurped power, delay, confiscation, or detention by Customs or other Officials or Authorities.
 - pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
 - Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion, 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 or to put the public or any section of the public in fear.
- 2. Theft
 - Any Theft of the Insured Equipment.
- 3. Damage
 - Mechanical or electrical breakdown or derangement unless caused by accidental external means.
 - Damage covered by the manufacturers' warranty and Damage caused by inherent manufacturing or design faults.
 - Damage to, or malfunction of, the Insured Equipment caused by, or attributed to, the operation of a software virus or any other software based malfunction.
 - Damage resulting from wear and tear.
- 4. Loss
 - Any Loss of the Insured Equipment.

Conditions

1. You shall take all reasonable precautions to ensure the safety of the Insured Equipment. No claim shall be agreed where there has been a failure in this regard.

2. ACE will cancel Your policy in the event that two successful claims are made in any continuous 12 month period.

Conditions precedent to liability for the Company to pay a claim under this policy:

3. That when any event occurs which gives rise to a claim under this policy the Insured Equipment must be repaired or replaced by the Company or an authorised repairer nominated by the Company. If You don't do this, any liability of the Company that would have arisen as a result of such Loss shall be forfeited;
4. Your Insured Equipment is equipped with Your Vodafone authorised SIM and is connected to the Vodafone network at the time of the incident or event giving rise to such claim, unless the SIM has been removed from Your Equipment for temporary and legitimate purposes.
5. To pay a claim under this policy, the Premium payable by You has been paid by You up to the incident date of the claim.
6. The Basis for Settlement of Claims – If the Insured Equipment which has been damaged, and can in the opinion of the Company, be economically repaired, the Company will be responsible for repair and delivery costs only. If the Insured Equipment has been Damaged but cannot be economically repaired, the Company will, insofar as is possible, provide a like-for-like replacement which may be by way of a refurbished unit. However, should such replacement not be available, You will be provided with similar equipment which may be by way of a refurbished unit based on the capabilities of the Insured Equipment and the Company reserves the right to specify the replacement equipment. In the event that such Insured Equipment is unavailable and should You wish to select replacement Insured Equipment that is deemed to be an upgrade in specification and value, We reserve the right to charge You the value of any betterment before settling Your Claim. This betterment value will be the net financial improvement in Your position as a result of Us providing You with replacement Insured Equipment with a greater value than the available models of similar specification and value that were initially offered to You. You must have the damaged Insured Equipment available for collection at the time that a replacement unit is being delivered. Failure to do so will result in the replacement unit not being given to You. You will also incur delivery costs if You are not at the delivery address as arranged.
7. Limits – This policy is subject to the following limits: ACE will cancel Your policy in the event that 2 successful claims are made in any continuous 12 month period.
8. Barring phones – The Company will permanently bar all mobile phone handsets or data devices that have been Damaged (but cannot be economically repaired) in respect of which a claim has been approved.
9. Salvage – The Company will be entitled to take and keep possession of Damaged or recovered Insured Equipment and to deal with the salvage in a reasonable manner.
10. Subrogation – The Company may at its own expense take such proceedings as it thinks fit in Your name in relation to the Insured Equipment and in such circumstances You shall give such assistance to the Company as the Company shall reasonably require.

11. Fraud -

- (i) If You (or anyone acting for You) make a claim under this policy knowing the claim to be false or fraudulently exaggerated in any respect or make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect or make a claim in respect of any Damage caused by Your willful act or with the intent to defraud the Company, Then Your claim will be declined and Your policy will be cancelled without notice with no refund of premium;
- (ii) The Company may be entitled to recover from You the cost of any claim already paid under this policy (if necessary the cost may be recovered through the instigation of court proceedings). We may also be entitled to recover from You the cost of any investigation into a fraudulent claim under this policy (if necessary the cost may be recovered through the instigation of court proceedings) and;
- (iii) The Company may inform An Garda Síochána, Government or regulatory bodies of the circumstances. Details of fraudulent claims will be put on a register of claims through which Company's share information to prevent fraudulent claims. A list of participant names and addresses are available on request.

12. Cancellation – In addition to those cancellation rights described in Condition 2 above, You or the Company may cancel this policy by giving 30 days' notice to each other. You need to contact Vodafone on 1907 from a Vodafone mobile or 1800 22 55 88 from any other phone or write to the administrator at Vodafone Claims Management, P O Box 10329 Dublin 2. We won't refund the premium for the period the policy was valid prior to such a cancellation. You also have a right to cancel this policy, which extends for 14 days from the later of:

- The day You are informed that the policy has commenced and;
- The day on which You receive the full terms and conditions of the policy.

13. Changes to the insurance – The Company, by giving You 30 days' notice via a durable medium during the Period of Insurance, may alter the Premium and/or the Terms and Conditions of this insurance with effect from the end of the notice period. On receipt of such notice, You may, at any time within the 30 day notice period, by notice in writing to the Company, cancel the insurance with immediate effect. If You change Your Insured Equipment and, as a consequence a different Premium becomes payable in respect of the Insured Equipment, the new Premium will be charged from the date of the change. If You do not want to pay the new Premium You may, at the time of the change, by notice in writing to the Company, cancel the insurance with immediate effect.

14. Transfer of insurance – The Company reserves the right to transfer its obligations under this insurance to any other reputable insurance company which the Company may determine..

15. Complaints – The Company is dedicated to providing a high quality service and wants to maintain this at all times. If You are not satisfied with this service, please call Vodafone Claims Management on 0818 92 77 11 or write to them at: Vodafone Claims Management,

PO Box 10329, Dublin 2. The Company will try to resolve Your concerns within 24 hours. If this is not possible, they will acknowledge your complaint within 5 working days of receipt and provide a response within 20 working days. The existence of these complaints procedures does not reduce Your statutory rights in relation to this Policy. If You are not satisfied with the Company's final response, You can ask the Financial Services Ombudsman to review Your case . The FSO can be contacted by calling 01-662 0899, by fax on 01-662 0890 or in writing at: Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The FSO website is financialombudsman.ie

16. Law – Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. You and the Company agree that:

- i. this Policy will be governed and interpreted in accordance with the Law of Ireland and only the Irish Courts will have jurisdiction in any dispute; and
- ii. communication of and in connection with this Policy shall be in the English language.

17. Data Protection – ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to ACE. The information You provided when You took out your Policy, together with other information You provide at any later date, will be used by ACE and its group companies to help them meet Your needs, including supplying you with products and services You have requested, initially or at any later date; supplying You with information about additional products and services; and improving their products, their services, and the operations of their website. ACE may disclose Your information to their service providers and agents for these purposes, as well as any agents you have appointed to act on Your behalf. For these purposes ACE may, if necessary transfer Your information Abroad to countries which do not have the same level of data protection as Ireland. If ACE does make such a transfer, ACE will take reasonable steps to ensure that Your information is protected. The information You provided to us is processed by us to confirm Your identity, process Your application or request and to record and cross reference particulars in the event of claim in insurance industry databases for fraud prevention purposes. In certain cases, this may involve the sharing of Your information with other insurance providers, third parties to process and administer Yours claim, process Yours payments or private investigators. Guidelines for sharing of information in this regard are contained in a Code of Practice on Data Protection for the Insurance Sector which has been approved by the Data Protection Commissioner. Where You have provided information about another person in connection with the purchase and performance of this Policy, You confirm that they have appointed You to act for them, that they have consented to the processing of their personal data, including sensitive personal data, and that they have consented to the transfer of their information abroad. You also agree to receive on their behalf any data protection notices from ACE. ACE may, if You have given them permission, contact You by post, telephone or email to let You know about goods, services or promotions that may be of interest to You and/or to share Your information with organisations that are ACE's business partners. You have the right to withdraw Your consent at any time and have Your details removed from future marketing programmes. It will help

ACE if You provide your full name, postal address, and insurance Policy. Please allow 40 days if You wish to have Your name removed from marketing programmes for Your request to become effective. To do this, please phone 0818 92 77 11, or write to: The Customer Service Manager, ACE European Group Limited, 5 George's Dock, International Financial Services Centre, Dublin 1. ACE may monitor and/or record Your communication with them, either themselves or reputable organisations selected by ACE, to ensure consistent servicing levels and account operation. It may be necessary for You to provide additional information including sensitive personal data in order for ACE to assess and pay any claims. ACE may only obtain this information, or ask third parties to obtain this information, with Your express prior consent. By submitting a claim You are expressly consenting to ACE obtaining and using such information to enable ACE to assess and pay such claim. ACE will not disclose any claim details to any other third party without written permission from the policyholder and/or claimant. ACE will keep information about You only for so long as is appropriate. If You ask, ACE will, in accordance with Your subject access rights, tell You what information it holds about You and provide it to You in accordance with applicable law. Any information which is found to be incorrect will be corrected promptly.

18. General – All monies which become payable by the Company under this insurance shall, in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland. Stamp Duty has been or will be paid in accordance with current legislation. This insurance is underwritten by ACE European Group Ltd, Ireland Branch, whose main business is general insurance. ACE European Group Limited trading as ACE Europe and Combined Insurance is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. Registered Branch Office in Ireland is 5 Georges Dock, IFSC, Dublin 1. Registered No. 904967. ACE European Group Limited is registered in England and Wales, No 1112892, 100 Leadenhall St, London, EC3A 3BP; FCA registration FRN202803. It has appointed Vodafone as administration agents, and both may use the resources of and assign obligations to other companies. Your policy is administered by Occipital Limited (trading as Interaction). ACE is a member of the Insurance Ireland which represents the insurance industry and is working closely with the Central Bank of Ireland, in seeking to promote a fair and open, consumer-driven market, has agreed a minimum set of standards for member companies' dealings with their customers resident in the Republic of Ireland.

Vodafone Damage Only Insurance Terms & Conditions for customers pre 01/03/2016

Benefits

ACE European Group Limited ('The Company') will at its discretion and in return for Your continued payment of the monthly Premium, reimburse You for the cost of repair or replacement of Your Insured Equipment to an equivalent specification, which may be by way of a refurbished mobile where Your mobile has been Damaged during the Period of Insurance subject to the following definitions, exclusions and conditions.

Definitions

- **the Company** - means ACE European Group Limited, Ireland Branch ("ACE"), of 5 George's Dock, International Financial Services Centre, Dublin 1.
- **the Premium** - means the amount payable by You for this insurance.
- **You or Your** - and words derived there from means a Vodafone Ireland Limited ("Vodafone") subscriber (or a nominated user of the subscriber who has been notified to Vodafone) whose application for insurance is accepted by the Company and who pays and continues to pay the Premium.
- **the Insured Equipment** - means Your mobile phone handset or data device as listed as insured by You in Vodafone's records (and a standard home charger, battery and SIM card therefore.) An upgraded mobile phone handset or data device obtained through Vodafone's upgrade programme will automatically become the Insured Equipment (in place of Your prior handset or data device) unless You advise the Company to the contrary.
- **Period of Insurance** - means the period between the Company's acceptance of Your application for insurance and the termination of the insurance. Period of insurance refers to one calendar month with a minimum initial duration of three months and your policy will automatically renew on a monthly basis for up to fifty-nine (59) months provided you pay the required premium or unless the policy is cancelled within the terms of Clause 9 Cancellation below.
- **Accidental Damage** - means accidental physical breakage, destruction or failure of your covered product(s) due to an unforeseen event which causes physical damage to the covered product(s) and that prevents it from operating correctly.
- **Malicious Damage** - means where damage is deliberately caused to Your Equipment by someone other than You.
- **Damage/Damaged** - means accidental damage and malicious damage.

How to make a claim

1. If Your Equipment is Maliciously Damaged, You should notify An Garda Síochána or local police authority and obtain a crime number within 72 hours of discovery, (other than where extenuating circumstances prevent you from doing so). You must take all steps to co-operate with the investigations and enquiries of An Garda Síochána or local police authority.
2. If Your Equipment is Damaged, You should notify Vodafone Claims within 14 days of discovery, (other than where extenuating circumstances prevent you from doing so), together with any further details required to substantiate the claim.

You can notify Vodafone Claims online at www.staymobile.ie, by phone at 0818 92 77 11, by fax to 01 696 1027 or by post to Vodafone Claims, P O Box 10329 Dublin 2.

Exclusions

This insurance does not cover the following:

1. General

- There shall be an excess charge payable by You for any successful claim. The amount of the excess charge shall be €65.00.
- Accidental Damage if at the time of the Accidental Damage the Insured Equipment is not in Your possession or is not being used by You.
- Damage caused by Your willful misconduct.
- Damage of the Insured Equipment where the Damage occurred within the first 30 days of the Period of Insurance unless the Period of Insurance started when purchasing the mobile phone handset.
- Insured Equipment for which a claim has previously been made except for Insured Equipment which has previously been repaired under the provisions of clause 3 of Conditions; or unless proof can be provided of a manufacturer authorised repair to the previously reported damage.
- Consequential loss of any kind.
- For loss of use or reconnection costs or subscription fees of any kind, any expense incurred as a result of not being able to use the mobile, any unauthorised call use from your Insured Equipment or any loss other than the repair or replacement costs of the Insured Equipment.
- Damage resulting or arising directly or indirectly from:
 - 1. ionising 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 nuclear component thereof.
 - 2. any consequence of war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, civil commotion, rebellion, revolution, insurrection, military or usurped power, delay, confiscation, or detention by Customs or other Officials or Authorities.
 - 3. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
 - 4. Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion, 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 or to put the public or any section of the public in fear.

2. Theft

- Any Theft of the Insured Equipment.

3. Damage

- Mechanical or electrical breakdown or derangement unless caused by accidental external means.
- Damage covered by the manufacturers' warranty and Damage caused by inherent manufacturing or design faults.
- Damage to, or malfunction of, the Insured Equipment caused by, or attributed to, the operation of a software virus or any other software based malfunction.
- Damage resulting from wear and tear.

4. Loss

- Any Loss of the Insured Equipment.

Conditions

1. You shall take all reasonable precautions to ensure the safety of the Insured Equipment. No claim shall be agreed where there has been a failure in this regard.
2. You may make no more than 2 successful claims on this or any previous insurance policy for the same mobile telephone number over a continuous 12 month period.

Conditions precedent to liability for the Company to pay a claim under this policy:

3. That when any event occurs which gives rise to a claim under this policy the Insured Equipment must be repaired or replaced by the Company or an authorised repairer nominated by the Company. If You don't do this, any liability of the Company that would have arisen as a result of such Loss shall be forfeited;
4. Your Insured Equipment is equipped with Your Vodafone authorised SIM and is connected to the Vodafone network at the time of the incident or event giving rise to such claim, unless the SIM has been removed from Your Equipment for temporary and legitimate purposes.
5. To pay a claim under this policy, the Premium payable by You has been paid by You up to the incident date of the claim.
6. **The Basis for Settlement of Claims** – If the Insured Equipment which has been damaged, and can in the opinion of the Company, be economically repaired, the Company will be responsible for repair and delivery costs only. If the Insured Equipment has been Damaged but cannot be economically repaired, the Company will, insofar as is possible, provide a like-for-like replacement which may be by way of a refurbished unit. However, should such replacement not be available, You will be provided with similar equipment which may be by

way of a refurbished unit based on the capabilities of the Insured Equipment and the Company reserves the right to specify the replacement equipment. In the event that such Insured Equipment is unavailable and should You wish to select replacement Insured Equipment that is deemed to be an upgrade in specification and value, We reserve the right to charge You the value of any betterment before settling Your Claim. This betterment value will be the net financial improvement in Your position as a result of Us providing You with replacement Insured Equipment with a greater value than the available models of similar specification and value that were initially offered to You. You must have the damaged Insured Equipment available for collection at the time that a replacement unit is being delivered. Failure to do so will result in the replacement unit not being given to You. You will also incur delivery costs if You are not at the delivery address as arranged.

7. **Limits** – This policy is subject to the following limits: You may make no more than two successful claims in any continuous 12 month period.
8. **Barring phones** – The Company will permanently bar all mobile phone handsets or data devices that have been Damaged (but cannot be economically repaired) in respect of which a claim has been approved.
9. **Salvage** – The Company will be entitled to take and keep possession of Damaged or recovered Insured Equipment and to deal with the salvage in a reasonable manner.
10. **Subrogation** – The Company may at its own expense take such proceedings as it thinks fit in Your name in relation to the Insured Equipment and in such circumstances You shall give such assistance to the Company as the Company shall reasonably require.

11. **Fraud -**

1. If You (or anyone acting for You) make a claim under this policy knowing the claim to be false or fraudulently exaggerated in any respect or make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect or make a claim in respect of any Damage caused by Your willful act or with the intent to defraud the Company, Then Your claim will be declined and Your policy will be cancelled without notice with no refund of premium;
2. The Company may be entitled to recover from You the cost of any claim already paid under this policy (if necessary the cost may be recovered through the instigation of court proceedings). We may also be entitled to recover from You the cost of any investigation into a fraudulent claim under this policy (if necessary the cost may be recovered through the instigation of court proceedings) and;
3. The Company may inform An Garda Síochána, Government or regulatory bodies of the circumstances. Details of fraudulent claims will be put on a register of claims through which Company's share information to prevent fraudulent claims. A list of participant names and addresses are available on request.

12. Cancellation – You or the Company may cancel this policy by giving 30 days’ notice to each other. You need to contact Vodafone on 1907 from a Vodafone mobile or 1800 22 55 88 from any other phone or write to the administrator at Vodafone Claims Management, P O Box 10329 Dublin 2. We won’t refund the premium for the period the policy was valid prior to such a cancellation. You also have a right to cancel this policy, which extends for 14 days from the later of:

1. The day You are informed that the policy has commenced and;
2. The day on which You receive the full terms and conditions of the policy.

On receipt of the notice You will receive a refund of any premiums already paid unless the Company has already been notified of a claim.

13. Changes to the insurance – The Company, by giving You 30 days’ notice via a durable medium during the Period of Insurance, may alter the Premium and/or the Terms and Conditions of this insurance with effect from the end of the notice period. On receipt of such notice, You may, at any time within the 30 day notice period, by notice in writing to the Company, cancel the insurance with immediate effect.

If You change Your Insured Equipment and, as a consequence a different Premium becomes payable in respect of the Insured Equipment, the new Premium will be charged from the date of the change. If You do not want to pay the new Premium You may, at the time of the change, by notice in writing to the Company, cancel the insurance with immediate effect.

14. Transfer of insurance – The Company reserves the right to transfer its obligations under this insurance to any other reputable insurance company which the Company may determine.

15. Complaints – The Company is dedicated to providing a high quality service and wants to maintain this at all times. If You are not satisfied with this service, please call Vodafone Claims Management on 0818 92 77 11 or write to them at: Vodafone Claims Management, PO Box 10329, Dublin 2. The Company will try to resolve Your concerns within 24 hours. If this is not possible, they will acknowledge your complaint within 5 working days of receipt and provide a response within 20 working days.

The existence of these complaints procedures does not reduce Your statutory rights in relation to this Policy. If You are not satisfied with the Company’s final response, You can ask the Financial Services Ombudsman to review Your case . The FSO can be contacted by calling 01-662 0899, by fax on 01-662 0890 or in writing at: Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The FSO website is www.financialombudsman.ie.

16. Law – Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. You and the Company agree that:

1. this Policy will be governed and interpreted in accordance with the Law of Ireland and only the Irish Courts will have jurisdiction in any dispute; and

2. communication of and in connection with this Policy shall be in the English language.

17. Data Protection – ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to ACE. The information You provided when You took out your Policy, together with other information You provide at any later date, will be used by ACE and its group companies to help them meet Your needs, including supplying you with products and services You have requested, initially or at any later date; supplying You with information about additional products and services; and improving their products, their services, and the operations of their website. ACE may disclose Your information to their service providers and agents for these purposes, as well as any agents you have appointed to act on Your behalf. For these purposes ACE may, if necessary transfer Your information Abroad to countries which do not have the same level of data protection as Ireland. If ACE does make such a transfer, ACE will take reasonable steps to ensure that Your information is protected. The information You provided to us is processed by us to confirm Your identity, process Your application or request and to record and cross reference particulars in the event of claim in insurance industry databases for fraud prevention purposes. In certain cases, this may involve the sharing of Your information with other insurance providers, third parties to process and administer Yours claim, process Yours payments or private investigators. Guidelines for sharing of information in this regard are contained in a Code of Practice on Data Protection for the Insurance Sector which has been approved by the Data Protection Commissioner. Where You have provided information about another person in connection with the purchase and performance of this Policy, You confirm that they have appointed You to act for them, that they have consented to the processing of their personal data, including sensitive personal data, and that they have consented to the transfer of their information abroad. You also agree to receive on their behalf any data protection notices from ACE. ACE may, if You have given them permission, contact You by post, telephone or email to let You know about goods, services or promotions that may be of interest to You and/or to share Your information with organisations that are ACE's business partners. You have the right to withdraw Your consent at any time and have Your details removed from future marketing programmes. It will help ACE if You provide your full name, postal address, and insurance Policy. Please allow 40 days if You wish to have Your name removed from marketing programmes for Your request to become effective. To do this, please phone 0818 92 77 11, or write to: The Customer Service Manager, ACE European Group Limited, 5 George's Dock, International Financial Services Centre, Dublin 1. ACE may monitor and/or record Your communication with them, either themselves or reputable organisations selected by ACE, to ensure consistent servicing levels and account operation. It may be necessary for You to provide additional information including sensitive personal data in order for ACE to assess and pay any claims. ACE may only obtain this information, or ask third parties to obtain this information, with Your express prior consent. By submitting a claim You are expressly consenting to ACE obtaining and using such information to enable ACE to assess and pay such claim. ACE will not disclose any claim details to any other third party without written permission from the policyholder and/or claimant. ACE will keep information about You only for so long as is appropriate. If You ask, ACE will, in accordance with Your subject access rights, tell You

what information it holds about You and provide it to You in accordance with applicable law. Any information which is found to be incorrect will be corrected promptly.

18. **General** – All monies which become payable by the Company under this insurance shall, in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland. Stamp Duty has been or will be paid in accordance with current legislation. This insurance is underwritten by ACE European Group Ltd, Ireland Branch, whose main business is general insurance. ACE European Group Limited trading as ACE Europe and Combined Insurance is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. Registered Branch Office in Ireland is 5 Georges Dock, IFSC, Dublin 1. Registered No. 904967. ACE European Group Limited is registered in England and Wales, No 1112892, 100 Leadenhall St, London, EC3A 3BP; FCA registration FRN202803. It has appointed Vodafone as administration agents, and both may use the resources of and assign obligations to other companies. Your policy is administered by Occipital Limited (trading as Interaction). ACE is a member of the Insurance Ireland which represents the insurance industry and is working closely with the Central Bank of Ireland, in seeking to promote a fair and open, consumer-driven market, has agreed a minimum set of standards for member companies' dealings with their customers resident in the Republic of Ireland.

Call+ and Message+ Apps

1. Your acceptance to use the Apps:

The Apps are provided to you by Vodafone Sales and Services Ltd, registered in England and Wales at Vodafone House, The Connection, Newbury, Berkshire RG14 2FN, under registered number 06844137 and registered VAT number GB 569 95 32 77.

BY USING THE APPS YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF SERVICE. If you choose not to agree with any of these terms, you may not use the Apps.

PLEASE NOTE THAT FOR ANDROID PHONES ONLY A TWO STEP PROCESS MIGHT BE NEEDED TO ACCESS TO EMERGENCY SERVICES: (1) you dial the emergency services number and press the call button which will then direct you to your native keypad where (2) you must press the call button again. There is also an option to press “Emergency Call” in the Call+ dialler which will take you directly into your native keypad where you will then need to dial the emergency services number as usual.

You may use third party applications within the App (“Third Party App”) which will allow you to further enrich the features of the Apps. Because any Third Party App is developed by a party other than Vodafone, please make sure you have read through the Third Party App terms and conditions to ensure you are familiar with how any Third Party App that you may use works and how your data may be used by the Third Party App. You understand and agree that Vodafone is not responsible or liable for the behaviour, features or content of any Third Party App.

2. Using the Apps

The Apps are an enriched calling and integrated messaging service that will allow you to:

- a) add rich features to your calling experience provided by Vodafone, such as to send and receive files (for example, pictures, video, audio, vCards and your location data (the “Content”)) during a call, or share certain Content such as location before or after the call; and
- b) send and receive messages with your content (“Instant Messaging”), (the “Service”).

To be able to use the enriched features of the Apps, you and your contacts need to have a Rich Communication Services (“RCS”) compatible client supporting enriched calling features, and both have data enabled

If you and your contacts have a Rich Communication Services (RCS) compatible client and both have data enabled, your messages and files will be sent and received over the internet (Instant Messaging), otherwise messages and files will be sent via SMS and MMS in accordance with your carrier’s plan (save for iOS devices where the message will not be delivered unless both you and your recipient have RCS and have an active data connection).

Depending on your device, Message+ could:

- a) show when you and your contacts are active or when they have been last active,
- b) show who is currently typing and when a message has been sent, delivered and read.
- c) enable you to share your location with your recipients by selecting the ‘share location’ feature.

Group chat only works with RCS enabled contacts who are currently active on Message+ (Online-Group Chat).

You are responsible for your messages and any Content that you share, so make sure that they comply with all laws which may apply. In particular, you must make sure that your messages and Content are not harmful or offensive and that you own all rights to the Content you send to your contacts. You should not share music or video files unless you own all rights in these. Sharing music or video without the permission of the copyright owner is unlawful.

To be able to use either of the Apps you will need to have both Call+ and Message+ installed.

Please be aware that any attachment to the message shared through Message+ (such as pictures, audio or video messages) will be automatically stored in your handset (even if the related message has been deleted) until you manually delete it from your handset.

To use the Apps, you must be 16 years old or more, or an emancipated minor, or possess legal parental or guardian consent, and be able to enter into these terms. You may not be located in a country that is subject to any EU, UK and/or U.S. Government embargo, or that has been designated by the EU, UK and/or U.S. Government as a” terrorist-supporting” country, and that you are not listed on any EU, UK and/or U.S. Government list of prohibited or restricted parties.

3. Rights

Vodafone grants you a non-exclusive right to download, install and use the Apps in your territory on your mobile device for your own personal non-commercial use only.

We and our licensors own all proprietary rights in the Apps. You will not have any right to the Apps apart from the right to use the Apps in line with these terms. In particular you understand and agree that: i) You are not permitted to resell copy, or distribute the Apps for any commercial purposes or use the Apps or in any other manner inconsistent with these Terms of Service ii) you are not permitted to duplicate, transfer, to, copy or distribute any part of the Apps in any medium without our prior written authorisation (iii) you are not permitted to reverse engineer, alter or modify any part of the Apps; and (iv) you will otherwise comply with the terms and conditions of these Terms of Service.

Nothing in these terms affects any legal rights you have as a consumer. For more information about your legal rights contact your local consumer advisory body.

4. Your information

So that we can operate the Apps, troubleshoot them if you have a problem, and optimise and improve its performance, we use your information in the following ways:

- We collect your mobile phone number, email address and, only with your explicit consent, we collect names, phone numbers and email addresses from your address book for the sole purpose of providing the Service (eg. To ensure notifications for messages you receive are shown with the name of the sender as it is shown in your address book).
- We collect some information about your phone and your use of the Apps (for example, language, device and usage statistics).
- The Apps are designed to work with the services offered by your local operator, part of Vodafone's global network. We share some information with your Vodafone operator so that we can operate and promote the service.
- We will share some information with your Vodafone carrier and get some information back from them: your mobile number and other information about your tariff and the services available to you.
- The Apps shows your current status to other users on the messaging service: you will appear 'online' or, depending on the device, when you have last used Message+ as the date and time of your last access will be displayed. You can disable the last active functionality at all times by going to 'Settings' and unchecking the 'Last active' option.

You must notify us immediately of any breach of security or unauthorized use of your mobile phone. Although we will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses caused to us or others due to such unauthorized use.

5. Cost

The Apps are provided to you free of charge. You will not be charged for installing the Apps. Unless you are using a Wifi connection, you will be charged according to your carrier plan for the use of data to download the Apps, and for the messages and Content that are sent and received over the

internet. Where an internet connection is not available your messages will be charged as SMS. The voice calls made through Call+ will be charged per minute according to your carrier plan. We would recommend that you purchase an integrated price plan.

6. Ending or changing the Apps

You can stop using the Apps at any time. Depending on the device type, you might also be able to uninstall or deactivate the Apps from your device.

We may suspend, end or change the Apps immediately for any reason, including where repair or maintenance work is needed. We may add new features from time to time and have no obligation to offer any particular features via the Apps. We can withdraw the Apps, but will provide at least 30 days' notice if we do so.

7. What we are not responsible for

We provide the Apps on an 'as is' basis for your personal use only. Not all of the Apps' services will work with all mobile equipment – you will need to check that your mobile equipment is compatible with the Apps before you register. We will not be responsible for any loss or damage that we or you could not reasonably expect at the time you first began to use the Apps or which is out of our control. We will also not be responsible for:

1. any loss or damage arising as a result of any content which you upload, store or share;
2. any content or services provided by another person or organisation;
3. any loss or damage that you could have avoided or reduced by being careful or taking reasonable steps; or
4. any loss of, or corruption to your content or other data if that loss or corruption is not caused by us or is out of our reasonable control

8. General terms

We may allow another person to perform any of our obligations under these terms on our behalf. You agree that we may transfer our rights and obligations under these terms to another Vodafone company. If we transfer our rights and obligations to any other third party, we will let you know. If any of these terms cannot be enforced by any court or other authority we will delete it from these terms and it will not affect the rest of the terms. We may send you notices by email, text, post or on our website. We can change these terms at any time by posting the amended terms on <http://www.vodafone.ie/terms>.

These terms and the provision of the Apps will be governed by the laws of England and Wales. Any disputes will be dealt with by courts of England and Wales subject to any applicable law which provides a different jurisdiction for you as a consumer.

9. Support

We hope you enjoy using the Apps.

If you have any problem you can contact us directly through the Apps by clicking on the button 'send a feedback' and then 'Report an issue.' Alternatively, if you cannot access the Apps, you can contact us through the website at <https://www.vodafone.ie/help/contact-us/> .

Individual Text Add Ons

1. Customers can buy one Text Add On per month per user.
2. The normal package rate will apply when the Add On is used - 10.74c ex VAT.
3. Unused texts will not be carried over for one month.
4. Customers can change their individual Add On from month to month. Any changes will be applied from the customers next bill day.

Shared Text Add On - Terms & Conditions

1. Each customer group can buy one shared Text Add On per month.
2. Customers can not avail of both an individual Text Add On and a shared Text Add On.
3. The normal text rate will apply when the Add On is used i.e. 10.74c ex VAT.
4. Unused text will be carried over for one month.
5. Customers can change their Add On from month to month. Any changes will be applied from the customers next bill day.

Smart Start-Up Network Terms and Conditions (Phase 1)

This agreement between you and Vodafone Ireland Ltd. ("Vodafone") regulates your use of the Vodafone Smart Startup Network, software, services, and websites (the "Service"). By using the Service you agree to be bound by these Terms.

Vodafone Smart Startup Network services may continue to change over time as Vodafone develop and add more features. Vodafone may stop, suspend, or modify these services at any time without prior notice to you. Vodafone may also remove any content from the Service at our discretion.

This phase of the service allows users to register for updates on upcoming seminars being held around Ireland as part of the Vodafone Smart Startup Network Programme.

Vodafone does not claim ownership of the information you submit or make available on the Service. However, by using the Service you consent and agree that Vodafone may collect, use, transmit, process and maintain information related to your account and any registered devices, for the purposes of providing the Service, and any features therein, to you.

Vodafone shall use reasonable skill and due care in providing the Service, but does not guarantee that any messages transmitted as part of the Service will not be subject to unintentional failure to send, damage, corruption, loss or destruction, or removal in accordance with the terms of this agreement. Vodafone does not accept responsibility or liability should any such incident occur.

Vodafone reserve the right to suspend or terminate anyone's account at any time, with or without cause, and with or without notice. Cause for such action shall include: (a) violations of this agreement or any other policies or guidelines created for the Service; (b) a request by you to cancel or terminate your account; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) unexpected technical or security issues or problems; or (e) your participation in fraudulent or illegal activities.

Nothing in this Agreement shall be construed to convey to you any interest, title, license, or similar resource used by you in connection with the Service.

You cannot reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.

We reserve the right to revise these Terms from time to time and the most current version will always be posted on our website. For material changes Vodafone may send an email to the primary address associated with your account notifying you of such. It is your responsibility to check the website and/or your primary email address for any such notices. By continuing to access or use this service after revisions become effective, you agree to be bound by the revised Terms.

Stay Mobile Damage Only Insurance (from 14 November 2018)

This is your mobile device insurance policy for accidental damage. In this document you will find everything you need to know about your cover. Please read this carefully to make sure this policy is right for you and if you have any questions call us on 0818 92 77 11. This policy constitutes an agreement between you and the insurer, Assurant General Insurance Limited. The insurer has appointed Outsource Services Group Limited to administer the policy. References to 'we/us/our' relates to Assurant General Insurance Limited, Outsource Services Group Limited and Vodafone. No advice has been given about this insurance product.

Who is this cover designed for?

This policy is designed for people who have a mobile device provided by Vodafone that is not already covered under another insurance policy and you want to cover the cost of repairing or replacing your mobile device against accidental damage. Successful claims are subject to an

excess payment by you and you should take this into consideration when deciding if this policy is suitable for you.

You must be at least 18 years of age at the time you purchased this insurance and have a Vodafone airtime contract (i.e. a mobile voice/ data monthly subscription) in place throughout the duration of this policy.

Having insurance does not mean that you can take risks with your mobile device which you would not take if your mobile device was not insured as doing so may result in your claim being declined. Further details can be found in the section 'What you are NOT covered for'.

What you are covered for

Insurance cover worldwide for the mobile device purchased from Vodafone and registered with us which must be owned by you in the event of:

- **Accidental damage**

Accidental damage is where an unforeseen event has caused the physical damage to your device which prevents it from working correctly

If your mobile device is accidentally damaged we will either repair or replace it.

Replacements

1. Where we replace the mobile device the replacement may be a remanufactured (not brand new) device.
2. We will attempt to replace your device with one of the same colour but we can't guarantee to do this or replace any limited or special edition mobile devices.
3. If we cannot replace your device with one of the same make, model and specification we will contact you to discuss alternative mobile devices of similar specification.

If you are unable to provide the damaged mobile device to support your claim for a damage incident, then this will be classified as a lost mobile device and not covered on this policy. Where we send you a replacement or repaired item, this will only be sent to an Irish address.

What you are NOT covered for

Excess - You need to pay a contribution of €75.00 every time you make a successful claim, this is the excess.

Not taking care of your mobile device - Taking care of your mobile device means:

- Following manufacturer instructions on the use of your device
- Not knowingly leaving the device out of sight where another person could damage your device
- Intentionally damaging your device

All of these examples increase the risk of it being damaged and may result in your claim being declined. The examples are to help you understand what's covered, and are not the only reasons a claim could be rejected.

More than 2 claims in a 12 month period - When we have settled the second claim then this policy will automatically cancel. For example if you make your first claim on the 1st January, you are limited to only one more claim up until 1st January the following year. The policy will cancel on the date on which we settle your second claim.

Cosmetic damage - We only cover damage if it stops the normal functioning of your mobile device. If it is just a scratch or dent, and your mobile device still works as expected, then we will not repair or replace it. For example, a scratched screen would not be covered but a cracked screen would be covered.

Contents of your mobile device - We only cover the mobile device, we don't cover the contents. This means that any pictures, software, downloads, apps, music or any other content is not covered by this policy so make sure you back it up regularly.

Other losses - We don't cover any loss of profit, opportunity, goodwill or similar losses. We just cover the mobile device.

What you are NOT covered for (continued)

Loss or theft of your mobile device - This policy provides insurance for accidental damage only. The loss or theft of your mobile device is not covered under any circumstances.

Breakdown – Cover is provided where the physical damage to the device has been caused by an unforeseen event. If the failure of the device is just as a result of a fault (whether covered by a manufacturer warranty or not) which has developed over time then this is not covered by this policy.

Modifications - If your mobile device has been modified in any way we will only replace the mobile device, we do not cover the modifications that have been made. Modifications are anything that changes the way your mobile device looks or operates from the original specifications. This includes things like adding gems, precious metals or making software changes such as unlocking your mobile device from a network.

How to make a claim

Step One– Call us as soon as possible on 0818 92 77 11

Step Two – We will walk you through the simple claim process and tell you what information you will need to provide for us to assess your claim.

You may be asked to complete a claim form or provide additional information in order to progress your claim. Failure to do so may result in your claim being delayed

Step Three – Pay the excess, this will be added to your Vodafone network bill

Step Four -We will either repair your mobile device or send you a replacement.

What you need to know about the claims process

- If you are claiming for a damaged device and we need to provide you with a replacement, we will not be able to send you the replacement device until we have been able to confirm that any locking mechanism has been removed (e.g. Find My iPhone).
- If we are unable to replace your device with the same make and model, we will contact you to discuss an alternative claim settlement.
- Damaged mobile devices, parts and materials replaced by us shall become the property of the insurer.
- In some instances we may arrange to deliver your replacement device at the same time as collecting your damaged device. If you return a device or item other than the insured device we will either recover the replacement device, block the replacement handset to prevent it from being used and/or recover the cash value by adding this to your Vodafone network bill. The action taken will be at our sole discretion.

What if your claim is rejected?

If you're not happy with the claim decision, we want to hear from you as soon as possible. Please follow the complaints process.

Fraud

We do not tolerate any aspect of fraudulent activity. We work closely and share data with other insurers, law enforcement agencies, fraud prevention agencies, public bodies and airtime providers to identify fraud and support prosecution where appropriate evidence exists.

If false or inaccurate information is provided and fraud is identified then we may:

- Reject the claim and we may cancel your policy. If an excess has been paid this will be returned.
- Report you to relevant authorities and take legal action, if necessary, to recover any money already paid to you under this insurance policy.
- Pass the details on to your network or our distribution partner providing this service as part of a wider offering.
- Share details of the fraudulent claim with a number of industry wide fraud prevention databases. A list of participants and the name and address of the operators are available on request.
- Pass details to fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. Please call us on 0818 92 77 11 for details of the relevant fraud prevention agencies.

Price of your insurance

The price of this insurance is based upon the model and type of device you purchased. The monthly premium will be collected by Vodafone on behalf of the insurer Assurant General Insurance Limited and is added to your Vodafone network bill. The amount you pay for this insurance is confirmed on your welcome letter and also by viewing your online bill at Vodafone.ie/mybill

Duration of this Policy

This insurance has a three month minimum term beginning on the day you purchase the insurance. You can cancel this insurance within 14 days of receiving these terms and conditions without paying any extra fees or charges and the first month's premium will be refunded. Please refer to the "Cancelling your insurance" section for more information. After this three month minimum term this insurance policy will continue to run on a monthly basis until one of the following events happens:

- You contact us to cancel the insurance.
- You fail to pay the monthly premium.
- You cease to have a Vodafone airtime contract.
- The insurer cancels the insurance.
- In the event 2 successful claims are made in a continuous 12 month period.

Otherwise the insurer can cancel your insurance by giving you 30 days' written notice to your last known address or an email to the email address you provided.

Choice of law

Irish law applies to this policy and only the Irish Courts will have any jurisdiction in any dispute. It's written in English and all communication with you will be in English.

Brexit continuity clause

The insurer strives to provide you with certainty, convenience and continuity of cover for your insurance needs. With a view to ensuring (insofar as is possible) that this will also be the case in the event of the exit of the United Kingdom from the European Union (Brexit), this clause sets out the insurer's agreement with you as to the options you are satisfied with following Brexit (currently scheduled to take place in March 2019).

If, following Brexit:

1. The insurer will no longer be permitted by Applicable Law and/or Regulation to insure the risks covered by your policy, or to service your policy (for example by paying your claims), the insurer may:
 - a. Put in place replacement cover for you with another reputable insurer within the insurer's group (and you hereby consent to the insurer acting on your behalf in order to do so). The replacement cover will be on identical terms to this policy (unless otherwise agreed by you with the insurer or the replacement insurer). Premium that you have already paid for the current policy term will be split appropriately by the insurer and the replacement insurer and no action is needed from you in that regard. The replacement insurer will provide directly to you, any new contact details you will need for the purpose of claims, complaints or queries regarding the policy. or;
 - b. Terminate/cancel your cover/policy. The insurer will only do so as a last resort and if the option under clause 1a above is not available or if it is no longer commercially feasible/practicable for the insurer to continue to provide your cover. The insurer will use all reasonable effort to ensure that the replacement cover referred to in clause 1a above is put in place, before considering termination/cancellation of cover. The insurer would, of course, provide you with advance notice if this was to happen and it would also be open to you to cancel your insurance (in advance of the end date for cover) in the usual manner permitted by your policy if this is what suits you best, in that eventuality.
2. The insurer will be permitted by Applicable Law and/or Regulation to continue with your cover/policy, but it is reasonably necessary to make adjustments to your cover/policy in order to do so, the insurer may unilaterally amend the conditions that apply to your policy. For example, changes that may be needed to the manner in which your claims monies are paid to you or the way in which the insurer or its agents contact you or service your policy. The insurer will only make unilateral changes if Applicable Law and Regulation will make this reasonably necessary or

desirable. Where such changes are to occur, the insurer (either directly or through its agents) will let you know in advance and you may of course cancel your insurance in the usual manner permitted by your policy if you wish.

Whether this clause is triggered or not, any claims outstanding on your policy will be dealt with as provided for under your policy (subject as always to Applicable Law and Regulation).

If we need to change the terms of the policy

In the event that the insurer needs to change the terms, we will give you 30 days' notice in writing to your last known address, or email to the email address you provided. This will only be for valid reasons such as to respond proportionately to changes in the law or decisions of the Financial Services Ombudsman, to meet regulatory requirements, industry guidance or codes of practice, to proportionately reflect other legitimate cost increases or reductions associated with providing the cover.

Stamp Duty

Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions entered into with them under section 5 of the Stamp Duties Consolidation Act 1999.

Statement as to Monies Payable

All payments which become due or payable shall be payable in Ireland.

Stay Mobile Damage Only Insurance (from 12 February 2018)

Vodafone Stay Mobile Damage Only Insurance Terms and Conditions

Benefits

Chubb European Group Limited ('the Company') will at its discretion and in return for Your continued payment of the monthly Premium, provide you with the repair or replacement of Your Insured Equipment to an equivalent specification, which may be by way of a Refurbished Unit, where Your mobile has been Damaged, Lost or Stolen during the Period of Insurance and subject to the following definitions, exclusions and conditions.

How to make a claim

1. If Your Equipment is Maliciously Damaged, You must notify An Garda Síochána or local police authority and obtain a crime number within 72 hours of discovery, (other than where extenuating

circumstances prevent you from doing so). You must take all steps to co-operate with the investigations and enquiries of An Garda Síochána or local police authority.

2. If Your Equipment is Damaged, You must notify Vodafone Claims within 14 days of discovery, (other than where extenuating circumstances prevent you from doing so), together with any further details required to substantiate the claim.
3. Please ensure that You have removed any locking mechanism (e.g. Find my iPhone) from Your Damaged Equipment before You send it to us. If this isn't removed, this may affect the processing of Your claim and the handset may be returned to You for the block to be removed before the claim can be assessed.
4. You may be asked to complete a claim form or provide additional information in order to progress Your claim. Failure to do so will result in Your claim not being assessed.

You can notify Vodafone Claims online at www.staymobile.ie, by phone at 0818 92 77 11, or by post to Vodafone Claims, Merrion Hall, Strand Road, Dublin 4, Ireland.

Definitions

1. **“the Company”** means Chubb European Group Limited, Ireland Branch (“Chubb”), of 5 George’s Dock, International Financial Services Centre, Dublin 1.
2. **“the Premium”** means the amount payable by You for this insurance.
3. **“You”** or **“Your”** and words derived there from means a Vodafone Ireland Limited (“Vodafone”) subscriber (or a nominated user of the subscriber who has been notified to Vodafone) whose application for insurance is accepted by the Company and who pays and continues to pay the Premium.
4. **“the Insured Equipment”** means Your mobile phone handset or data device purchased from Vodafone and as listed as insured by You in Vodafone’s records (and a standard home charger, battery and SIM card therefore). An upgraded mobile phone handset or data device obtained through Vodafone’s upgrade programme will automatically become the Insured Equipment (in place of Your prior handset or data device) unless You advise the Company to the contrary.
5. **“Period of Insurance”** means the period between the Company’s acceptance of Your application for insurance and the termination of the insurance. Period of insurance refers to one calendar month with a minimum initial duration of three months and your policy will automatically renew on a monthly basis for up to fifty-nine (59) months provided You pay the required premium or unless the policy is cancelled within the terms of Clause 12 Cancellation below.
6. **“Accidental Damage”** means accidental physical breakage, destruction or failure of your covered product(s) due to an unforeseen event which causes physical damage to the covered product(s) and that prevents it from operating correctly.
7. **“Malicious Damage”** means where damage is deliberately caused to Your Equipment by someone other than You.

8. **“Damage/Damaged”** means Accidental Damage and Malicious Damage.
9. **“Refurbished Unit”** means a pre-used unit that has been passed through a stringent refurbishment process and is equivalent to a new unit in terms of performance and reliability:
- (i) They are fully tested to factory standards
 - (ii) They are refurbished with genuine cosmetic parts by a manufacturer approved repairer
 - (iii) They are put through a thorough cleaning process and inspection.
 - (iv) They are repackaged.

Exclusions

This insurance does not cover the following:

1. General

- There shall be an excess charge payable by You for any successful claim. The amount of the excess charge shall be €75.00.
- Accidental Damage if at the time of the Accidental Damage the Insured Equipment is not in Your possession or is not being used by You.
- Damage caused by Your wilful misconduct.
- Your Insured Equipment for which a claim has previously been made outside of the provisions set out in clause 3 of conditions; or unless proof can be provided of a manufacturer authorised repair to the previously reported damage.
- Consequential loss of any kind i.e. Loss of use or reconnection costs or subscription fees of any kind, any expense incurred as a result of not being able to use the mobile, any unauthorised call use from your Insured Equipment or any loss other than the repair or replacement costs of the Insured Equipment.
- Damage resulting or arising directly or indirectly from:
 - a) ionising 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 nuclear component thereof.
 - b) any consequence of war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, civil commotion, rebellion, revolution, insurrection, military or usurped power, delay, confiscation, or detention by Customs or other Officials or Authorities.
 - c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
 - d) Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion, 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 or to put the public or any section of the public in fear.

2. Theft

- Any Theft of the Insured Equipment.

3. Damage

- Mechanical or electrical breakdown or derangement unless caused by accidental external means.
- Damage covered by the manufacturers' warranty and damage caused by inherent manufacturing or design faults.
- Damage to, or malfunction of, the Insured Equipment caused by, or attributed to, the operation of a software virus or any other software based malfunction.
- Damage resulting from wear and tear.

4. Loss

- Any Loss of the insured Equipment.

Conditions

1. You shall take all reasonable precautions to ensure the safety of the Insured Equipment. No claim shall be agreed where there has been a failure in this regard.
2. Chubb will cancel Your policy in the event that two successful claims are made in any continuous 12 month period.

Conditions precedent to liability for the Company to pay a claim under this policy:

3. That when any event occurs which gives rise to a claim under this policy the Insured Equipment must be repaired or replaced by the Company or an authorised repairer nominated by the Company. If You don't do this, any liability of the Company that would have arisen as a result of such Loss shall be forfeited;
4. Your Insured Equipment is equipped with Your Vodafone authorised SIM and is connected to the Vodafone network at the time of the incident or event giving rise to such claim, unless the SIM has been removed from Your Equipment for temporary and legitimate purposes.
5. To pay a claim under this policy, the Premium payable by You has been paid by You up to the incident date of the claim.

5. The Basis for Settlement of Claims

- If the Insured Equipment which has been damaged, and can in the opinion of the Company, be economically repaired, the Company will be responsible for repair and delivery costs only.
- If the Insured Equipment has been Accidentally Lost, Stolen or Damaged (but cannot be economically repaired), the Company will, insofar as is possible, replace Your Insured Equipment with a product of the same specification, which may be of a different colour. However, should such replacement not be available, You will be provided with a similar product based on the capabilities and specification of Your Insured Equipment. This may be a model from a different manufacturer and may be of a different colour.
- Replacement Equipment provided may be by way of a Refurbished Unit and re-packaged by a repair centre approved by the Company.
- You must have the damaged Insured Equipment available for collection at the time that a replacement product is being delivered. Failure to do so will result in the replacement product not being given to You
- You will also incur delivery costs if You are not at the delivery address as arranged.

6. Limits – This policy is subject to the following limits:

- (i) Chubb will cancel Your policy in the event that 2 successful claims are made in any continuous 12 month period.
- (ii) The policy will only provide Worldwide Coverage for 30 consecutive days per trip.

7. Barring phones – The Company will permanently bar all mobile phone handsets or data devices that have been Accidentally Lost, Stolen or Damaged (but cannot be economically repaired) in respect of which a claim has been approved.

8. Salvage – The Company will be entitled to take and keep possession of damaged or recovered Insured Equipment and to deal with the salvage in a reasonable manner.

9. Subrogation – The Company may at its own expense take such proceedings as it thinks fit in Your name in relation to the Insured Equipment and in such circumstances You shall give such assistance to the Company as the Company shall reasonably require.

10. Fraud –

- (i) If You (or anyone acting for You) make a claim under this policy knowing the claim to be false or fraudulently exaggerated in any respect or make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect or make a claim in respect of any Theft, Loss or

Damage caused by Your wilful act or with the intent to defraud the Company, Then Your claim will be declined and Your policy will be cancelled without notice with no refund of premium;

(ii) The Company may be entitled to recover from You the cost of any claim already paid under this policy (if necessary the cost may be recovered through the instigation of court proceedings).

We may also be entitled to recover from You the cost of any investigation into a fraudulent claim under this policy (if necessary the cost may be recovered through the instigation of court proceedings) and;

(iii) The Company may inform the Garda Síochána, Government or regulatory bodies of the circumstances. Details of fraudulent claims will be put on a register of claims through which Company's share information to prevent fraudulent claims. A list of participant names and addresses are available on request.

11. Cancellation – In addition to those cancellation rights described in Condition 2 above, You or the Company may cancel this policy by giving

30 days' notice to each other. You need to contact Vodafone on 1907 from a Vodafone mobile or 1800 22 55 88 from any other phone or write to the administrator at Vodafone Claims, Merrion Hall, Strand Road, Dublin 4. We won't refund the premium for the period the policy was valid prior to such a cancellation. You also have a right to cancel this policy, which extends for 14 days from the later of:

- a) The day You are informed that the policy has commenced and;
- b) The day on which You receive the full terms and conditions of the policy. On receipt of the notice You will receive a refund of any premiums already paid unless the Company has already been notified of a claim.

12. Changes to the insurance – The Company, by giving You 30 days' notice via a durable medium during the Period of Insurance, may alter the Premium and/or the Terms and Conditions of this insurance with effect from the end of the notice period. On receipt of such notice, You may, at any time within the 30 day notice period, by notice in writing to the Company, cancel the insurance with immediate effect. If You change Your Insured Equipment and, as a consequence a different Premium becomes payable in respect of the Insured Equipment, the new Premium will be charged from the date of the change.

If You do not want to pay the new Premium You may, at the time of the change, by notice in writing to the Company, cancel the insurance with immediate effect.

13. Transfer of insurance – The Company reserves the right to transfer its obligations under this insurance to any other reputable insurance company which the Company may determine.

14. Complaints – The Company is dedicated to providing a high quality service and wants to maintain this at all times. If You are not satisfied with this service, please call Vodafone Claims on 0818 92 77 11 or write to them at: Vodafone Claims, Merrion Hall, Strand Road, Dublin 4, Ireland. The Company will try to resolve Your concerns within 24 hours. If this is not possible, they will acknowledge your complaint within 5 working days of receipt and provide a response within 20 working days. The existence of these complaints procedures does not reduce Your statutory rights in relation to this Policy. If You are not satisfied with the Company's final response, You can ask the Financial Services Ombudsman to review Your case . The FSO can be contacted by calling 01-662 0899, by fax on 01-662 0890 or in writing at: Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The FSO website is financialombudsman.ie.

15. Law – Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. You and the Company agree that:

- (i) this Policy will be governed and interpreted in accordance with the Law of Ireland and only the Irish Courts will have jurisdiction in any dispute; and
- (ii) communication of and in connection with this Policy shall be in the English language.

16. Data Privacy Notice – We use personal information which you supply to us in order to write and administer this Stay Mobile Policy, including any claims arising from it.

This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, and claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting.

We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control.

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our user-friendly Master Privacy Policy, available here: www2.chubb.com/ie-en/footer/privacy-policy.aspx. You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at <mailto:dataprotectionoffice.europe@chubb.com>.

17. General – All monies which become payable by the Company under this insurance shall, in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland. Stamp Duty has been or will be paid in accordance with current legislation. This insurance is underwritten

by Chubb European Group Ltd, Ireland Branch, whose main business is general insurance. Chubb European Group Limited trading as Chubb, Chubb Bermuda International and Combined Insurance is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for the conduct of business rules. The registered Branch Office in Ireland is 5 Georges Dock, IFSC, Dublin 1. Registered No. 904967. Chubb European Group Limited is registered in England and Wales, No 1112892, 100 Leadenhall St, London, EC3A 3BP; FCA registration FRN202803. It has appointed Vodafone as administration agents, and both may use the resources of and assign obligations to other companies. Your policy is administered by OSG Outsource Services Group Limited, trading as OSG Vericclaim. Chubb is a member of the Insurance Ireland which represents the insurance industry and is working closely with the Central Bank of Ireland, in seeking to promote a fair and open, consumer-driven market, has agreed a minimum set of standards for member companies' dealings with their customers resident in the Republic of Ireland.

Vodafone Damage Only Insurance Terms & Conditions for customers post 01/03/2016

Benefits

ACE European Group Limited ('The Company') will at its discretion and in return for Your continued payment of the monthly Premium, reimburse You for the cost of repair or replacement of Your Insured Equipment to an equivalent specification, which may be by way of a refurbished mobile where Your mobile has been Damaged during the Period of Insurance subject to the following definitions, exclusions and conditions.

Definitions

- **the Company** - means ACE European Group Limited, Ireland Branch ("ACE"), of 5 George's Dock, International Financial Services Centre, Dublin 1.
- **the Premium** - means the amount payable by You for this insurance.
- **You or Your** - and words derived there from means a Vodafone Ireland Limited ("Vodafone") subscriber (or a nominated user of the subscriber who has been notified to Vodafone) whose application for insurance is accepted by the Company and who pays and continues to pay the Premium.
- **the Insured Equipment** - means Your mobile phone handset or data device as listed as insured by You in Vodafone's records (and a standard home charger, battery and SIM card therefore.) An upgraded mobile phone handset or data device obtained through Vodafone's upgrade programme will automatically become the Insured Equipment (in place of Your prior handset or data device) unless You advise the Company to the contrary.
- **Period of Insurance** - means the period between the Company's acceptance of Your application for insurance and the termination of the insurance. Period of insurance refers to

one calendar month with a minimum initial duration of three months and your policy will automatically renew on a monthly basis for up to fifty-nine (59) months provided you pay the required premium or unless the policy is cancelled within the terms of Clause 9 Cancellation below.

- **Accidental Damage** - means accidental physical breakage, destruction or failure of your covered product(s) due to an unforeseen event which causes physical damage to the covered product(s) and that prevents it from operating correctly.
- **Malicious Damage** - means where damage is deliberately caused to Your Equipment by someone other than You.
- **Damage/Damaged** - means accidental damage and malicious damage.

How to make a claim

1. If Your Equipment is Maliciously Damaged, You should notify An Garda Síochána or local police authority and obtain a crime number within 72 hours of discovery, (other than where extenuating circumstances prevent you from doing so). You must take all steps to co-operate with the investigations and enquiries of An Garda Síochána or local police authority.
2. If Your Equipment is Damaged, You should notify Vodafone Claims within 14 days of discovery, (other than where extenuating circumstances prevent you from doing so), together with any further details required to substantiate the claim.
3. Please ensure that You have removed any locking mechanism (e.g. 'Find my iPhone) from Your Damaged Equipment before You send it to us. If this isn't removed, this may affect the processing of Your claim and the handset may be returned to You for the block to be removed before the claim can be assessed.

You can notify Vodafone Claims online at www.staymobile.ie, by phone at 0818 92 77 11, by fax to 01 696 1027 or by post to Vodafone Claims, P O Box 10329 Dublin 2.

Exclusions

This insurance does not cover the following:

1. **General**
 - There shall be an excess charge payable by You for any successful claim. The amount of the excess charge shall be €75.00.
 - Accidental Damage if at the time of the Accidental Damage the Insured Equipment is not in Your possession or is not being used by You.
 - Damage caused by Your willful misconduct.
 - Insured Equipment for which a claim has previously been made except for Insured Equipment which has previously been repaired under the provisions of clause 3 of

Conditions; or unless proof can be provided of a manufacturer authorised repair to the previously reported damage.

- Consequential loss of any kind.
- For loss of use or reconnection costs or subscription fees of any kind, any expense incurred as a result of not being able to use the mobile, any unauthorised call use from your Insured Equipment or any loss other than the repair or replacement costs of the Insured Equipment.
- Damage resulting or arising directly or indirectly from:
 1. ionising 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 nuclear component thereof.
 2. any consequence of war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, civil commotion, rebellion, revolution, insurrection, military or usurped power, delay, confiscation, or detention by Customs or other Officials or Authorities.
 3. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
 4. Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion, 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 or to put the public or any section of the public in fear.

2. Theft

- Any Theft of the Insured Equipment.

3. Damage

- Mechanical or electrical breakdown or derangement unless caused by accidental external means.
- Damage covered by the manufacturers' warranty and Damage caused by inherent manufacturing or design faults.
- Damage to, or malfunction of, the Insured Equipment caused by, or attributed to, the operation of a software virus or any other software based malfunction.
- Damage resulting from wear and tear.

4. Loss

- Any Loss of the Insured Equipment.

Conditions

1. You shall take all reasonable precautions to ensure the safety of the Insured Equipment. No claim shall be agreed where there has been a failure in this regard.

Conditions precedent to liability for the Company to pay a claim under this policy:

2. That when any event occurs which gives rise to a claim under this policy the Insured Equipment must be repaired or replaced by the Company or an authorised repairer nominated by the Company. If You don't do this, any liability of the Company that would have arisen as a result of such Loss shall be forfeited;
3. Your Insured Equipment is equipped with Your Vodafone authorised SIM and is connected to the Vodafone network at the time of the incident or event giving rise to such claim, unless the SIM has been removed from Your Equipment for temporary and legitimate purposes.
4. To pay a claim under this policy, the Premium payable by You has been paid by You up to the incident date of the claim.
5. **The Basis for Settlement of Claims** – If the Insured Equipment which has been damaged, and can in the opinion of the Company, be economically repaired, the Company will be responsible for repair and delivery costs only. If the Insured Equipment has been Damaged but cannot be economically repaired, the Company will, insofar as is possible, provide a like-for-like replacement which may be by way of a refurbished unit. However, should such replacement not be available, You will be provided with similar equipment which may be by way of a refurbished unit based on the capabilities of the Insured Equipment and the Company reserves the right to specify the replacement equipment. In the event that such Insured Equipment is unavailable and should You wish to select replacement Insured Equipment that is deemed to be an upgrade in specification and value, We reserve the right to charge You the value of any betterment before settling Your Claim. This betterment value will be the net financial improvement in Your position as a result of Us providing You with replacement Insured Equipment with a greater value than the available models of similar specification and value that were initially offered to You. You must have the damaged Insured Equipment available for collection at the time that a replacement unit is being delivered. Failure to do so will result in the replacement unit not being given to You. You will also incur delivery costs if You are not at the delivery address as arranged.
6. **Limits** – This policy is subject to the following limits: ACE will cancel Your policy in the event that 2 successful claims are made in any continuous 12 month period.
7. **Barring phones** – The Company will permanently bar all mobile phone handsets or data devices that have been Damaged (but cannot be economically repaired) in respect of which a claim has been approved.

8. **Salvage** – The Company will be entitled to take and keep possession of Damaged or recovered Insured Equipment and to deal with the salvage in a reasonable manner.
9. **Subrogation** – The Company may at its own expense take such proceedings as it thinks fit in Your name in relation to the Insured Equipment and in such circumstances You shall give such assistance to the Company as the Company shall reasonably require.
10. **Fraud -**
 1. If You (or anyone acting for You) make a claim under this policy knowing the claim to be false or fraudulently exaggerated in any respect or make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect or make a claim in respect of any Damage caused by Your willful act or with the intent to defraud the Company, Then Your claim will be declined and Your policy will be cancelled without notice with no refund of premium;
 2. The Company may be entitled to recover from You the cost of any claim already paid under this policy (if necessary the cost may be recovered through the instigation of court proceedings). We may also be entitled to recover from You the cost of any investigation into a fraudulent claim under this policy (if necessary the cost may be recovered through the instigation of court proceedings) and;
 3. The Company may inform An Garda Síochána, Government or regulatory bodies of the circumstances. Details of fraudulent claims will be put on a register of claims through which Company's share information to prevent fraudulent claims. A list of participant names and addresses are available on request.
11. **Cancellation** – In addition to those cancellation rights described in Condition 2 above, you or the Company may cancel this policy by giving 30 days' notice to each other. You need to contact Vodafone on 1907 from a Vodafone mobile or 1800 22 55 88 from any other phone or write to the administrator at Vodafone Claims Management, P O Box 10329 Dublin 2. We won't refund the premium for the period the policy was valid prior to such a cancellation. You also have a right to cancel this policy, which extends for 14 days from the later of:
 1. The day You are informed that the policy has commenced and;
 2. The day on which You receive the full terms and conditions of the policy.

On receipt of the notice You will receive a refund of any premiums already paid unless the Company has already been notified of a claim.

12. **Changes to the insurance** – The Company, by giving You 30 days' notice via a durable medium during the Period of Insurance, may alter the Premium and/or the Terms and Conditions of this insurance with effect from the end of the notice period. On receipt of such notice, You may, at any time within the 30 day notice period, by notice in writing to the Company, cancel the insurance with immediate effect.
If You change Your Insured Equipment and, as a consequence a different Premium becomes payable in respect of the Insured Equipment, the new Premium will be charged

from the date of the change. If You do not want to pay the new Premium You may, at the time of the change, by notice in writing to the Company, cancel the insurance with immediate effect.

13. **Transfer of insurance** – The Company reserves the right to transfer its obligations under this insurance to any other reputable insurance company which the Company may determine.

14. **Complaints** – The Company is dedicated to providing a high quality service and wants to maintain this at all times. If You are not satisfied with this service, please call Vodafone Claims Management on 0818 92 77 11 or write to them at: Vodafone Claims Management, PO Box 10329, Dublin 2. The Company will try to resolve Your concerns within 24 hours. If this is not possible, they will acknowledge your complaint within 5 working days of receipt and provide a response within 20 working days.

The existence of these complaints procedures does not reduce Your statutory rights in relation to this Policy. If You are not satisfied with the Company's final response, You can ask the Financial Services Ombudsman to review Your case. The FSO can be contacted by calling 01-662 0899, by fax on 01-662 0890 or in writing at: Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The FSO website is www.financialombudsman.ie

15. **Law** – Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. You and the Company agree that:

1. this Policy will be governed and interpreted in accordance with the Law of Ireland and only the Irish Courts will have jurisdiction in any dispute; and
2. communication of and in connection with this Policy shall be in the English language.

16. **Data Protection** – ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to ACE. The information You provided when You took out your Policy, together with other information You provide at any later date, will be used by ACE and its group companies to help them meet Your needs, including supplying you with products and services You have requested, initially or at any later date; supplying You with information about additional products and services; and improving their products, their services, and the operations of their website. ACE may disclose Your information to their service providers and agents for these purposes, as well as any agents you have appointed to act on Your behalf. For these purposes ACE may, if necessary transfer Your information Abroad to countries which do not have the same level of data protection as Ireland. If ACE does make such a transfer, ACE will take reasonable steps to ensure that Your information is protected. The information You provided to us is processed by us to confirm Your identity, process Your application or request and to record and cross reference particulars in the event of claim in insurance industry databases for fraud prevention purposes. In certain cases, this may involve the sharing of Your information with other insurance providers, third parties to process and administer Yours claim, process Yours payments or private investigators. Guidelines for sharing of information in this regard

are contained in a Code of Practice on Data Protection for the Insurance Sector which has been approved by the Data Protection Commissioner. Where You have provided information about another person in connection with the purchase and performance of this Policy, You confirm that they have appointed You to act for them, that they have consented to the processing of their personal data, including sensitive personal data, and that they have consented to the transfer of their information abroad. You also agree to receive on their behalf any data protection notices from ACE. ACE may, if You have given them permission, contact You by post, telephone or email to let You know about goods, services or promotions that may be of interest to You and/or to share Your information with organisations that are ACE's business partners. You have the right to withdraw Your consent at any time and have Your details removed from future marketing programmes. It will help ACE if You provide your full name, postal address, and insurance Policy. Please allow 40 days if You wish to have Your name removed from marketing programmes for Your request to become effective. To do this, please phone 0818 92 77 11, or write to: The Customer Service Manager, ACE European Group Limited, 5 George's Dock, International Financial Services Centre, Dublin 1. ACE may monitor and/or record Your communication with them, either themselves or reputable organisations selected by ACE, to ensure consistent servicing levels and account operation. It may be necessary for You to provide additional information including sensitive personal data in order for ACE to assess and pay any claims. ACE may only obtain this information, or ask third parties to obtain this information, with Your express prior consent. By submitting a claim You are expressly consenting to ACE obtaining and using such information to enable ACE to assess and pay such claim. ACE will not disclose any claim details to any other third party without written permission from the policyholder and/or claimant. ACE will keep information about You only for so long as is appropriate. If You ask, ACE will, in accordance with Your subject access rights, tell You what information it holds about You and provide it to You in accordance with applicable law. Any information which is found to be incorrect will be corrected promptly.

17. **General** – All monies which become payable by the Company under this insurance shall, in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland. Stamp Duty has been or will be paid in accordance with current legislation. This insurance is underwritten by ACE European Group Ltd, Ireland Branch, whose main business is general insurance. ACE European Group Limited trading as ACE Europe and Combined Insurance is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. Registered Branch Office in Ireland is 5 Georges Dock, IFSC, Dublin 1. Registered No. 904967. ACE European Group Limited is registered in England and Wales, No 1112892, 100 Leadenhall St, London, EC3A 3BP; FCA registration FRN202803. It has appointed Vodafone as administration agents, and both may use the resources of and assign obligations to other companies. Your policy is administered by Occipital Limited (trading as Interaction). ACE is a member of the Insurance Ireland which represents the insurance industry and is working closely with the Central Bank of Ireland, in seeking to promote a fair and open, consumer-driven market, has agreed a minimum set of standards for member companies' dealings with their customers resident in the Republic of Ireland.

Stay Mobile Damage Only Insurance (from 02 May 2017)

Benefits

Chubb European Group Limited ('the Company') will at its discretion and in return for Your continued payment of the monthly Premium, provide you with the repair or replacement of Your Insured Equipment to an equivalent specification, which may be by way of a Refurbished Unit, where Your mobile has been Damaged, Lost or Stolen during the Period of Insurance and subject to the following definitions, exclusions and conditions.

How to make a claim

1. If Your Equipment is Maliciously Damaged, You must notify An Garda Síochána or local police authority and obtain a crime number within 72 hours of discovery, (other than where extenuating circumstances prevent you from doing so). You must take all steps to co-operate with the investigations and enquiries of An Garda Síochána or local police authority.
2. If Your Equipment is Damaged, You must notify Vodafone Claims within 14 days of discovery, (other than where extenuating circumstances prevent you from doing so), together with any further details required to substantiate the claim.
3. Please ensure that You have removed any locking mechanism (e.g. Find my iPhone) from Your Damaged Equipment before You send it to us. If this isn't removed, this may affect the processing of Your claim and the handset may be returned to You for the block to be removed before the claim can be assessed.
4. You may be asked to complete a claim form or provide additional information in order to progress Your claim. Failure to do so will result in Your claim not being assessed.

You can notify Vodafone Claims online at www.staymobile.ie, by phone at 0818 92 77 11, or by post to Vodafone Claims, Merrion Hall, Strand Road, Dublin 4, Ireland.

Definitions

1. "the Company" means Chubb European Group Limited, Ireland Branch("Chubb"), of 5 George's Dock, International Financial Services Centre, Dublin 1.
2. "the Premium" means the amount payable by You for this insurance.
3. "You" or "Your" and words derived there from means a Vodafone Ireland Limited ("Vodafone") subscriber (or a nominated user of the subscriber who has been notified to Vodafone) whose application for insurance is accepted by the Company and who pays and continues to pay the Premium.
4. "the Insured Equipment" means Your mobile phone handset or data device purchased from Vodafone and as listed as insured by You in Vodafone's records (and a standard home charger, battery and SIM card therefore). An upgraded mobile phone handset or data device obtained through Vodafone's upgrade programme will automatically become the Insured

Equipment (in place of Your prior handset or data device) unless You advise the Company to the contrary.

5. “Period of Insurance” means the period between the Company’s acceptance of Your application for insurance and the termination of the insurance. Period of insurance refers to one calendar month with a minimum initial duration of three months and your policy will automatically renew on a monthly basis for up to fifty-nine (59) months provided You pay the required premium or unless the policy is cancelled within the terms of Clause 12 Cancellation below.
6. “Accidental Damage” means accidental physical breakage, destruction or failure of your covered product(s) due to an unforeseen event which causes physical damage to the covered product(s) and that prevents it from operating correctly.
7. “Malicious Damage” means where damage is deliberately caused to Your Equipment by someone other than You.
8. “Damage/Damaged” means Accidental Damage and Malicious Damage.
9. “Refurbished Unit” means a pre-used unit that has been passed through a stringent refurbishment process and is equivalent to a new unit in terms of performance and reliability:
 - (i) They are fully tested to factory standards
 - (ii) They are refurbished with genuine cosmetic parts by a manufacturer approved repairer
 - (iii) They are put through a thorough cleaning process and inspection.
 - (iv) They are repackaged

Exclusions

This insurance does not cover the following:

1. General

- There shall be an excess charge payable by You for any successful claim. The amount of the excess charge shall be €75.00.
- Accidental Damage if at the time of the Accidental Damage the Insured Equipment is not in Your possession or is not being used by You.
- Damage caused by Your wilful misconduct.
- Your Insured Equipment for which a claim has previously been made outside of the provisions set out in clause 3 of conditions; or unless proof can be provided of a manufacturer authorised repair to the previously reported damage.
- Consequential loss of any kind i.e. Loss of use or reconnection costs or subscription fees of any kind, any expense incurred as a result of not being able to use the

mobile, any unauthorised call use from your Insured Equipment or any loss other than the repair or replacement costs of the Insured Equipment.

- Damage resulting or arising directly or indirectly from:
 - a) ionising 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 nuclear component thereof.
 - b) any consequence of war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, civil commotion, rebellion, revolution, insurrection, military or usurped power, delay, confiscation, or detention by Customs or other Officials or Authorities.
 - c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
 - d) Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion, 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 or to put the public or any section of the public in fear.

2. Theft

- Any Theft of the Insured Equipment

3. Damage

- Mechanical or electrical breakdown or derangement unless caused by accidental external means.
- Damage covered by the manufacturers' warranty and damage caused by inherent manufacturing or design faults.
- Damage to, or malfunction of, the Insured Equipment caused by, or attributed to, the operation of a software virus or any other software based malfunction.
- Damage resulting from wear and tear.

4. Loss

- Any Loss of the insured Equipment.

Conditions

1. You shall take all reasonable precautions to ensure the safety of the Insured Equipment. No claim shall be agreed where there has been a failure in this regard.
2. Chubb will cancel Your policy in the event that two successful claims are made in any continuous 12 month period.

Conditions precedent to liability for the Company to pay a claim under this policy:

3. That when any event occurs which gives rise to a claim under this policy the Insured Equipment must be repaired or replaced by the Company or an authorised repairer nominated by the Company. If You don't do this, any liability of the Company that would have arisen as a result of such Loss shall be forfeited;
4. Your Insured Equipment is equipped with Your Vodafone authorised SIM and is connected to the Vodafone network at the time of the incident or event giving rise to such claim, unless the SIM has been removed from Your Equipment for temporary and legitimate purposes.
5. To pay a claim under this policy, the Premium payable by You has been paid by You up to the incident date of the claim.
6. The Basis for Settlement of Claims –
 - If the Insured Equipment which has been damaged, and can in the opinion of the Company, be economically repaired, the Company will be responsible for repair and delivery costs only.
 - If the Insured Equipment has been Accidentally Lost, Stolen or Damaged (but cannot be economically repaired), the Company will, insofar as is possible, replace Your Insured Equipment with a product of the same specification, which may be of a different colour. However, should such replacement not be available, You will be provided with a similar product based on the capabilities and specification of Your Insured Equipment. This may be a model from a different manufacturer and may be of a different colour.
 - Replacement Equipment provided may be by way of a Refurbished Unit and re-packaged by a repair centre approved by the Company.
 - You must have the damaged Insured Equipment available for collection at the time that a replacement product is being delivered. Failure to do so will result in the replacement product not being given to You.
 - You will also incur delivery costs if You are not at the delivery address as arranged.
7. Limits – This policy is subject to the following limits:
 - (i) Chubb will cancel Your policy in the event that 2 successful claims are made in any continuous 12 month period.
 - (ii) The policy will only provide Worldwide Coverage for 30 consecutive days per trip.

8. Barring phones – The Company will permanently bar all mobile phone handsets or data devices that have been Accidentally Lost, Stolen or Damaged (but cannot be economically repaired) in respect of which a claim has been approved.
9. Salvage – The Company will be entitled to take and keep possession of damaged or recovered Insured Equipment and to deal with the salvage in a reasonable manner.
10. 10. Subrogation – The Company may at its own expense take such proceedings as it thinks fit in Your name in relation to the Insured Equipment and in such circumstances You shall give such assistance to the Company as the Company shall reasonably require.
11. 11. Fraud –
- (i) If You (or anyone acting for You) make a claim under this policy knowing the claim to be false or fraudulently exaggerated in any respect or make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect or make a claim in respect of any Theft, Loss or Damage caused by Your wilful act or with the intent to defraud the Company, Then Your claim will be declined and Your policy will be cancelled without notice with no refund of premium;
 - (ii) The Company may be entitled to recover from You the cost of any claim already paid under this policy (if necessary the cost may be recovered through the instigation of court proceedings). We may also be entitled to recover from You the cost of any investigation into a fraudulent claim under this policy (if necessary the cost may be recovered through the instigation of court proceedings) and;
 - (iii) The Company may inform the Garda Síochána, Government or regulatory bodies of the circumstances. Details of fraudulent claims will be put on a register of claims through which Company's share information to prevent fraudulent claims. A list of participant names and addresses are available on request.
12. 12. Cancellation – In addition to those cancellation rights described in Condition 2 above, You or the Company may cancel this policy by giving 30 days' notice to each other. You need to contact Vodafone on 1907 from a Vodafone mobile or 1800 22 55 88 from any other phone or write to the administrator at Vodafone Claims, Merrion Hall, Strand Road, Dublin 4. We won't refund the premium for the period the policy was valid prior to such a cancellation. You also have a right to cancel this policy, which extends for 14 days from the later of:
- a) The day You are informed that the policy has commenced and;
 - b) The day on which You receive the full terms and conditions of the policy. On receipt of the notice You will receive a refund of any premiums already paid unless the Company has already been notified of a claim.
13. Changes to the insurance – The Company, by giving You 30 days' notice via a durable medium during the Period of Insurance, may alter the Premium and/or the Terms and

Conditions of this insurance with effect from the end of the notice period. On receipt of such notice, You may, at any time within the 30 day notice period, by notice in writing to the Company, cancel the insurance with immediate effect. If You change Your Insured Equipment and, as a consequence a different Premium becomes payable in respect of the Insured Equipment, the new Premium will be charged from the date of the change. If You do not want to pay the new Premium You may, at the time of the change, by notice in writing to the Company, cancel the insurance with immediate effect.

14. Transfer of insurance – The Company reserves the right to transfer its obligations under this insurance to any other reputable insurance company which the Company may determine.
15. Complaints – The Company is dedicated to providing a high quality service and wants to maintain this at all times. If You are not satisfied with this service, please call Vodafone Claims on 0818 92 77 11 or write to them at: Vodafone Claims, Merrion Hall, Strand Road, Dublin 4, Ireland. The Company will try to resolve Your concerns within 24 hours. If this is not possible, they will acknowledge your complaint within 5 working days of receipt and provide a response within 20 working days. The existence of these complaints procedures does not reduce Your statutory rights in relation to this Policy. If You are not satisfied with the Company's final response, You can ask the Financial Services Ombudsman to review Your case . The FSO can be contacted by calling 01-662 0899, by fax on 01-662 0890 or in writing at: Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The FSO website is financialombudsman.ie.
16. Law – Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. You and the Company agree that:
 - (i) this Policy will be governed and interpreted in accordance with the Law of Ireland and only the Irish Courts will have jurisdiction in any dispute; and
 - (ii) communication of and in connection with this Policy shall be in the English language.
17. Data Protection – Chubb fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to Chubb. The information You provided when You took out your Policy, together with other information You provide at any later date, will be used by Chubb and its group companies to help them meet Your needs, including supplying you with products and services You have requested, initially or at any later date; supplying You with information about additional products and services; and improving their products, their services, and the operations of their website. Chubb may disclose Your information to their service providers and agents for these purposes, as well as any agents you have appointed to act on Your behalf. We may transfer Your Personal Information to countries outside the European Economic Area (EEA) which may not have the same level of data protection as in Ireland, but if We do, We will ensure appropriate safeguards are put in place to protect Your Personal Information. The information You provided to us is processed by us to confirm Your identity, process Your application or request and to record and cross reference particulars in the event of claim in insurance industry databases for fraud prevention purposes. In certain cases, this may involve the

sharing of Your information with other insurance providers, third parties to process and administer Yours claim, process Yours payments or private investigators. Guidelines for sharing of information in this regard are contained in a Code of Practice on Data Protection for the Insurance Sector which has been approved by the Data Protection Commissioner. Where You have provided information about another person in connection with the purchase and performance of this Policy, You confirm that they have appointed You to act for them, that they have consented to the processing of their personal data, including sensitive personal data, and that they have consented to the transfer of their information abroad. You also agree to receive on their behalf any data protection notices from Chubb. Chubb may, if You have given them permission, contact You by post, telephone or email to let You know about goods, services or promotions that may be of interest to You and/or to share Your information with organisations that are Chubb's business partners. You have the right to withdraw Your consent at any time and have Your details removed from future marketing programmes. It will help Chubb if You provide your full name, postal address, and insurance Policy. Please allow 40 days if You wish to have Your name removed from marketing programmes for Your request to become effective. To do this, please phone 0818 92 77 11, or write to: The Customer Service Manager, Chubb European Group Limited, 5 George's Dock, International Financial Services Centre, Dublin 1. Chubb may monitor and/or record Your communication with them, either themselves or reputable organisations selected by Chubb, to ensure consistent servicing levels and account operation. It may be necessary for You to provide additional information including sensitive personal data in order for Chubb to assess and pay any claims. Chubb may only obtain this information, or ask third parties to obtain this information, with Your express prior consent. By submitting a claim You are expressly consenting to Chubb obtaining and using such information to enable Chubb to assess and pay such claim. Chubb will not disclose any claim details to any other third party without written permission from the policyholder and/ or claimant. Chubb will keep information about You only for so long as is appropriate. If You ask, Chubb will, in accordance with Your subject access rights, tell You what information it holds about You and provide it to You in accordance with applicable law. Any information which is found to be incorrect will be corrected promptly.

18. General – All monies which become payable by the Company under this insurance shall, in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland. Stamp Duty has been or will be paid in accordance with current legislation. This insurance is underwritten by Chubb European Group Ltd, Ireland Branch, whose main business is general insurance. Chubb European Group Limited trading as Chubb, Chubb Bermuda International and Combined Insurance is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. Registered Branch Office in Ireland is 5 Georges Dock, IFSC, Dublin 1. Registered No. 904967. Chubb European Group Limited is registered in England and Wales, No 1112892, 100 Leadenhall St, London, EC3A 3BP; FCA registration FRN202803. It has appointed Vodafone as administration agents, and both may use the resources of and assign obligations to other companies. Your policy is administered by OSG Outsource Services Group Limited, trading as OSG Vericclaim. Chubb is a member of the Insurance Ireland which represents the insurance industry and is working closely with the

Central Bank of Ireland, in seeking to promote a fair and open, consumer-driven market, has agreed a minimum set of standards for member companies' dealings with their customers resident in the Republic of Ireland.

Jim Duncan
Authorised Official
For Chubb European Group Limited

Vodafone Stay Mobile Standard, Stay Mobile Extra and Stay Mobile Damage only are underwritten by Chubb European Group Ltd who has appointed Vodafone Ireland Limited as its agent and your contract is administered by OSG Outsource Services Group Limited, trading as OSG Vericclaim.

Chubb European Group Limited trading as Chubb, Chubb Bermuda International and Combined Insurance, is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. Registered in Ireland no. 904967 at 5 George's Dock, IFSC, Dublin 1. Chubb European Group Limited (company number 1112892) is registered in England and Wales with registered offices at 100 Leadenhall Street, London EC3A 3BP.

OSG Outsource Services Group Limited, trading as OSG Vericclaim is regulated by the Central Bank of Ireland.

Vodafone Maps - Terms and Conditions

1. These shall be considered On Demand Services. You are advised to check the most up to date prices and terms and conditions associated with these services before using such services.
2. Details about the service: Vodafone Maps (referred to here as the "Services") enable you to navigate between locations and locate types of products and services within a specific area. The Services are provided by Vodafone Ireland Limited, a company incorporated in Ireland, with registered office at MountainView, Leopardstown, Dublin 18. If you have any queries please get in touch via our online forum.
These terms set out how you can use the Services (the "Terms") and apply to you from the date you first start to use the Services to the date that we terminate the Services and you agree that any applicable cancellation rights under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 in relation to any individual Service will cease as soon as Vodafone starts to provide the Service to you. You can see the latest version of the Terms at <http://www.vodafone.ie/terms/index.jsp> and we recommend that you print and keep a copy. If we make any changes to these Terms, we'll make sure that we publish the changes on our website in accordance with applicable law.
3. Your account and your information: When you use these services, your mobile phone number will be passed at a network level through to the location servers for the following purposes: to verify that you are entitled to use the relevant Service, to send you the

information that you have requested from the relevant Service, to locate you in order to provide the information that you have requested, and to bill you via your network operator for the use of the relevant Service. Once the transaction that you have requested has been completed, the Service will remove your telephone number so that a history of your searches cannot be compiled over time. If we transfer our rights and obligations under these Terms to another Vodafone company (in accordance with paragraph 11), we will ensure that the other Vodafone company is subject to the same Terms regarding the use of your account and your information as set out in this paragraph. We will also ensure that your account and your information will be transferred to the other Vodafone company in a safe and secure manner and that the other Vodafone company will not be permitted to use your account or your information for any purpose not covered by these Terms.

- the operation of aircraft or vessel navigation systems
- the transport of any hazardous material
- the provision of time critical logistics or fleet management
- the operation of emergency vehicles
- use within the military
- use as part of air traffic control
- any use that involves the bulk processing of data included as part of the Services for your or any third party's benefit, or
- modification or the creation of derivative works of the content included as part of the Services.

Use of service: You can only use the Services for your own personal use. Since Vodafone cannot ensure that the information included within the Services is complete, correct, up-to-date or available, you should not use the Services in connection with high risk or commercial activities, such as:

Any guidance provided by the Services is a recommendation only and should not be considered an instruction. If the guidance deviates from local law, regulation or custom, you must always act in accordance, and take into consideration, such local law, regulation and custom and ensure that the safety of you and any third party is not put at risk.

4. Third party terms and content: Some of Vodafone's third party content providers require you to comply with additional terms relating to their content that is included within the Services. Please review these terms carefully and make sure that you comply with them. Vodafone is not responsible for, and does not endorse, any third party content.
5. Proprietary rights: Vodafone and its licensors own any and all proprietary rights in the Services and you shall not acquire any right in the Services with the exception of the right to use the Services in accordance with these Terms.
6. Ending the service: You can stop using the Services at any time. If you use the Services in any way which breaches these terms or which may have an adverse impact on the service,

other users or Vodafone, we may terminate your access to the Services. Vodafone may suspend or vary the Services immediately and without prior notice for any reason, including where repair or maintenance work is needed. We may add new features from time to time and have no obligation to offer any particular features made available via the Services. We can withdraw the Services, but will provide at least 30 days notice if we do so.

7. What Vodafone is not responsible for: the Services are made available on an "as is" basis. You should check that your mobile device is compatible with the Services prior to registering. Vodafone shall not be responsible for any loss or damage that was not reasonably foreseeable by both you and Vodafone at the time you first registered to use the Services or which is out of Vodafone's control. In addition, Vodafone shall not be responsible for (a) any third party content or services; (b) any loss of, or corruption to data to the extent that such loss or corruption is not caused by Vodafone; or (c) any loss or damage that you could have avoided or mitigated by being careful.
8. Data charges: When accessing or using the Services, you will be responsible for all of your access and data charges in accordance with your price plan. Roaming charges apply for data usage when accessing the Services from abroad and will be charged in accordance with your price plan.
9. Subscription charges: Where a subscription charge is payable for you to use certain features of the Services ("Chargeable Features") the price shall be the price advertised at the time of purchase and shall include Value Added Tax and any other applicable tax at prevailing rates from time to time. There is no minimum subscription period applicable to the Services (unless otherwise advertised). Vodafone or its nominated agent will collect any amounts due monthly in advance by adding the amount to your account if you are a bill pay customer or deducting it from your balance if you are a Pay as you Talk customer. If you have missed any payments you owe, we can suspend provision of the Chargeable Features to you without giving you notice.
If you don't have enough credit to pay your subscription your subscription will lapse and you will no longer be able to access the Chargeable Features. You can cancel your subscription at anytime by calling 1907 for Bill Pay, or 1747 (from a mobile) or 1850 20 40 20 (from a landline) for Ready To Go, through the My Account pages on your handset or by visiting a Vodafone store. Once you notify us that you wish to cancel, you will no longer be charged and your subscription will lapse on the next renewal date. You will not be charged or (if you have paid in advance) you will be refunded for any period in which the Chargeable Features are unavailable to you other than as a consequence of your breach of these Terms.
10. Legal rights: Nothing in the Terms shall affect any legal rights which you are always entitled to as a consumer and that you can not contractually agree to alter or waive. For more information about your legal rights contact your local consumer advisory body.
11. General terms: We may allow another person to perform any of Vodafone's obligations under these Terms on our behalf. You agree that we may transfer our rights and obligations under these Terms to another Vodafone company without giving you further notice. If we transfer our rights and obligations to any other third party, we will inform you. We reserve the right at any time to disclose any information we consider necessary to satisfy any

applicable law, regulation, legal process or governmental request. If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deleted from these Terms and the remainder of these Terms shall not be affected. Vodafone may provide you with notices by email, text, regular mail or website postings. These Terms and the use of the Services shall be governed and interpreted in accordance with the law of Ireland and you consent to the non-exclusive jurisdiction of the Irish courts, subject to any applicable law which provides otherwise in the event that you are a consumer.

Vodafone Office terms and conditions – From 1st April 2015

The following terms and conditions are in addition to and form part of the terms and conditions of the Vodafone Fixed Line and Fixed Broadband Services the Next Generation Access/Fibre Broadband Services which are available

at <http://www.vodafone.ie/terms/services/#FixedLineBB> and

at <http://www.vodafone.ie/terms/services/#fibre> respectively (together, the Vodafone Office product Standard Terms and Conditions) and are applicable to all customers signing up to Vodafone Office contract from 1st April 2015

In the event of any conflict between the terms, the order of precedence shall be as follows; the terms and conditions set out below first, followed by the terms of the Next Generation Access/Fibre Broadband Services and the terms of the Vodafone Fixed Line and Fixed Broadband Services last.

The following usage policies apply:

- **Simply Broadband for Business;** No data allowance cap applies to Broadband usage within each billable month. This product does not support voice.
- **Office Unlimited;** fair usage policy of 1,500 minutes applies to the total of all local, national and UK landline calls made within each billable month, 1,500 minute fair usage applies to the total of all Irish mobile and UK mobile network calls made within each billable month & no data allowance cap applies to Broadband usage within each billable month.
- **Office Professional;** fair usage policy of 1,500 minutes applies to the total of all local and national landline calls made within each billable month, 1,500 minute fair usage applies to the total of all Irish mobile network calls made within each billable month & 40GB usage data allowance cap applies to Broadband usage within each billable month.
- **Office Essentials;** fair usage policy of 1,500 minutes applies to the total of all local & national landline calls made within each billable month. 200 minute usage applies to the total of all Vodafone Ireland mobile network calls made within each billable month & no data allowance cap applies to Broadband usage within each billable month.

- **Office Unlimited Voice;** fair usage policy of 1,500 minutes applies to the total of all local, national and UK landline calls made within each billable month, 1,500 minute fair usage applies to the total of all Irish mobile and UK mobile network calls made within each billable month
 - **Office Essential Voice;** fair usage policy of 1,500 minutes applies to the total of all local & national landline calls made within each billable month. 200 minute usage applies to the total of all Vodafone Ireland mobile network calls made within each billable month
1. If a customer exceeds these fair usage policies then they will be charged in accordance with standard rates which can be found at: <http://www.vodafone.ie/small-business/fixed/single-line/> – New office rate card, rates may vary from time to time and we reserve the right to terminate a contract.
 2. Pricing for Simply Broadband for Business, Office Essentials, Office Professional, Office Unlimited; Office Essential Voice & Office Unlimited Voice; along with all additional Add on bundles will be published on <http://www.vodafone.ie/small-business/fixed/single-line/>
 3. An international call forwarding service is not available on any Vodafone office package
 4. In circumstances where the customer terminates this contract during the eighteen (18) or twenty four (24) month minimum term a termination charge will apply calculated as follows: MONTHLY RECURRING CHARGE X NUMBER OF MONTHS REMAINING IN THE MINIMUM TERM.

Vodafone Select Terms & Conditions

What is Vodafone Select?

- Vodafone Select is a new service from Vodafone which sends targeted and relevant messages to you, the consumer, based on your permission and preference. From time to time we will send you a range of different messages, from brands you might be interested in, to help inform you about the service, or simply for you to tell us what you're into. It's not just offers and promotions but messages from your favourite brands including new products, discounts, limited offers, free gifts, and more.
- Vodafone Select works by using information about you to send you targeted messages relevant to you.

Who qualifies?

- Vodafone Select is available to Vodafone Ireland mobile customers.

How do you join?

- To opt in to this service freetext JOIN to 50199. By doing this you agree to these Terms & Conditions of the service.

How do I Opt Out?

- If you decide at any time that you no longer want Vodafone to send you messages and share this data, you can leave Vodafone Select by free texting STOP to 50199.

How many messages will I receive from Vodafone Select?

- That depends on your preferences. We will send you a range of profiling questions which you can tailor to your interests. The more areas of interest you select, the more messages you'll receive. Remember, you can change your preferences any time. Simply freetext UPDATE to 50199 at any time and follow the instructions.

What are the targeted messages based on with Vodafone Select?

- **Information you have already agreed to share with Vodafone** (e.g. age, gender) and your mobile device (e.g. type, model)
- **Your preferences gathered through the profiling messages we send to you.** (You can keep your profile up-to-date by texting UPDATE to 50199.)

By opting in to this service we may also send you targeted messages based on:

- **How, when and where you use your mobile device** (including who you contact and who contacts you), and how much this costs you.
- **Information held by other companies** , matched with data which we hold about you.
- We may also share this information in a non-identifiable and aggregated form with third parties. For example, market research organisations, or to help third parties target design their marketing campaigns. This does not include your personal data or any other data which could identify you or enable them to contact you.
- If you decide at any time that you no longer want Vodafone to send you target messages and share this data, you can leave Vodafone Select by texting STOP to 50199.

Pricing

- As long as you are in Ireland, subscribing to Vodafone Select is completely free and it's always free for you to receive and reply to the messages we send you as part of the service. If you are outside Ireland then roaming charges may apply. To pause the service freetext PAUSE to 50199. To resume the service freetext RESUME to 50199.
- Data charges may also apply if you connect to any links contained in the messages.

Exclusion of Liability

- Vodafone do not accept any liability for any of the products or services offered by the various brands advertised, nor will Vodafone and the customer enter into any contract for the provision of these products or services.

Vodafone Stay Mobile Extra Insurance Terms & Conditions for customers post 01/03/2016

Definitions

- **the Company** - means ACE European Group Limited, Ireland Branch("ACE"), of 5 George's Dock, International Financial Services Centre, Dublin 1
- **the Premium** - means the amount payable by You for this insurance.
- **You or Your** - and words derived there from means a Vodafone Ireland Limited ("Vodafone") subscriber (or a nominated user of the subscriber who has been notified to Vodafone) whose application for insurance is accepted by the Company and who pays and continues to pay the Premium.
- **the Insured Equipment** - means Your mobile phone handset or data device as listed as insured by You in Vodafone's records (and a standard home charger, battery and SIM card therefore.) An upgraded mobile phone handset or data device obtained through Vodafone's upgrade programme will automatically become the Insured Equipment (in place of Your prior handset or data device) unless You advise the Company to the contrary.
- **Public place** - means libraries parks, restaurants, shops public houses nightclubs and similar places open to the public including taxis, public transport, private clubs, sports clubs and gyms
- **Period of Insurance** - means the period between the Company's acceptance of Your application for insurance and the termination of the insurance. Period of insurance refers to one calendar month with a minimum initial duration of three months and your policy will automatically renew on a monthly basis for up to fifty-nine (59) months provided you pay the required premium or unless the policy is cancelled within the terms of Clause 9 Cancellation below.
- **Accidental Damage or Damage** - means accidental physical breakage, destruction or failure of your covered product(s) due to an unforeseen event which causes physical damage to the covered product(s) and that prevents it from operating correctly.
- **Loss or Lost** - means where the Insured Equipment has been accidentally left by you in a location and you are permanently deprived of its use.
- **Theft or Stolen** - means the taking of Your Insured Equipment by persons known or unknown with the intention of unlawfully and permanently depriving You of possession of Your Insured Equipment.
- **Malicious Damage** - means where damage is deliberately caused to Your Equipment by someone other than You.
- **Damage/Damaged** - means Accidental Damage and Malicious Damage.

Benefits

ACE European Group Limited ('The Company') will at its discretion and in return for your continued payment of the monthly Premium, reimburse You for the cost of repair or replacement of your Insured Equipment to an equivalent specification, which may be by way of a refurbished mobile where your mobile has been damaged, lost or stolen during the Period of Insurance subject to the following definitions, exclusions and conditions.

How to make a claim

1. In the event of any claim for Accidental Loss or Theft to the Insured Equipment You must notify Vodafone immediately. Your SIM card and phone or data device will be barred or disconnected.
2. If Your Equipment is Accidentally Lost, Stolen or Maliciously Damaged, You should notify An Garda Síochána or local police authority and obtain a loss or crime number within 72 hours of discovery, (other than where extenuating circumstances prevent you from doing so). You must take all steps to recover the Insured Equipment and co-operate with the investigations and enquiries of An Garda Síochána or local police authority.
3. If Your Equipment is Accidentally Lost or Stolen, You should notify Vodafone Claims within 7 days of discovery (other than where extenuating circumstances prevent you from doing so), together with any further details required to substantiate the claim.
4. If Your Equipment is Damaged, You should notify Vodafone Claims within 14 days of discovery, (other than where extenuating circumstances prevent you from doing so), together with any further details required to substantiate the claim.
5. Please ensure that You have removed any locking mechanism (e.g. 'Find my iPhone) from Your Damaged Equipment before You send it to us. If this isn't removed, this may affect the processing of Your claim and the handset may be returned to You for the block to be removed before the claim can be assessed.

You can notify Vodafone Claims online at www.staymobile.ie, by phone at 0818 92 77 11, by fax to 01 696 1027 or by post to Vodafone Claims, P O Box 10329 Dublin 2.

Exclusions

This insurance does not cover the following:

1. General

- There shall be an excess charge payable by You for any successful claim. The amount of the excess charge depends on the cost of the replacement or repair of the Insured Equipment in respect of which a claim is made.
- Where the cost to the Company of the replacement of the Insured Equipment (available on request from the Company) including fulfilment and delivery costs is less than €1000 at the time of the claim, then the excess charge shall be €75.00 for

the first successful claim and €125.00 for any subsequent successful claim made within 12 months.

- Where the cost to the Company of the replacement of the Insured Equipment, including fulfilment and delivery costs is €1000 or more at the time of the claim, then the excess charge payable for each and every successful claim will be €150.00.
- Where the Insured Equipment is repaired the excess charge shall be €75.00.
- Accidental Loss, Theft or Damage if at the time of the Accidental Loss, Theft or Damage the Insured Equipment is not in Your possession or is not being used by You
- Claims for Theft or Accidental Loss without a Garda PULSE Number or local police authority crime reference number or certificate which can substantiate the Theft or Loss
- Accidental Loss, Theft or Damage caused by Your willful misconduct.
- Insured Equipment for which a claim has previously been made except for Insured Equipment which has previously been repaired under the provisions of clause 3 of Conditions; or unless proof can be provided of a manufacturer authorised repair to the previously reported damage.
- Consequential loss of any kind.
- For loss of use or reconnection costs or subscription fees of any kind, any expense incurred as a result of not being able to use the mobile, any unauthorised call use from your Insured Equipment or any loss other than the repair or replacement costs of the Insured Equipment.
- Accidental Loss, Theft or Damage resulting or arising directly or indirectly from:
 - (a) ionising 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 nuclear component thereof.
 - (b) any consequence of war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, civil commotion, rebellion, revolution, insurrection, military or usurped power, delay, confiscation, or detention by Customs or other Officials or Authorities.
 - (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
 - (d) Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion, 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 or to put the public or any section of the public in fear.

2. Theft

- Theft of the Insured Equipment whilst left in an unattended motor vehicle unless the vehicle is locked, all protections are in operation and the Theft is from a locked boot or closed compartment.
- Theft of the Insured Equipment where the Insured Equipment is deliberately left away from Your person, unless reasonable precautions were taken to protect Your Insured Equipment.
- Theft from any property not accompanied by evidence of forced entry or exit.

3. Damage

- Mechanical or electrical breakdown or derangement unless caused by accidental external means.
- Damage covered by the manufacturers' warranty and damage caused by inherent manufacturing or design faults.
- Damage to, or malfunction of, the Insured Equipment caused by, or attributed to, the operation of a software virus or any other software based malfunction.
- Damage resulting from wear and tear.

4. Loss

- Loss where the Insured Equipment is deliberately left away from Your person, unless reasonable precautions were taken to protect Your Insured Equipment.

Conditions

1. You shall take all reasonable precautions to ensure the safety of the Insured Equipment. No claim shall be agreed where there has been a failure in this regard.
2. ACE will cancel Your policy in the event that 2 successful claims are made in any continuous 12 month period.

Conditions precedent to liability for the Company to pay a claim under this policy:

3. That when any event occurs which gives rise to a claim under this policy the Insured Equipment must be repaired or replaced by the Company or an authorised repairer nominated by the Company. If You don't do this, any liability of the Company that would have arisen as a result of such Loss shall be forfeited;
4. Your Insured Equipment is equipped with Your Vodafone authorised SIM and is connected to the Vodafone network at the time of the incident or event giving rise to such claim, unless the SIM has been removed from Your Equipment for temporary and legitimate purposes.

5. To pay a claim under this policy, the Premium payable by You has been paid by You up to the incident date of the claim.
6. **The Basis for Settlement of Claims** – If the Insured Equipment which has been damaged, and can in the opinion of the Company, be economically repaired, the Company will be responsible for repair and delivery costs only. If the Insured Equipment has been Accidentally Lost, Stolen or Damaged (but cannot be economically repaired), the Company will, insofar as is possible, provide a like-for-like replacement which may be by way of a refurbished unit. However, should such replacement not be available, You will be provided with similar equipment which may be by way of a refurbished unit based on the capabilities of the Insured Equipment and the Company reserves the right to specify the replacement equipment. In the event that such Insured Equipment is unavailable and should You wish to select replacement Insured Equipment that is deemed to be an upgrade in specification and value, We reserve the right to charge You the value of any betterment before settling Your Claim. This betterment value will be the net financial improvement in Your position as a result of Us providing You with replacement Insured Equipment with a greater value than the available models of similar specification and value that were initially offered to You. You must have the damaged Insured Equipment available for collection at the time that a replacement unit is being delivered. Failure to do so will result in the replacement unit not being given to You. You will also incur delivery costs if You are not at the delivery address as arranged.
7. **Limits** - This policy is subject to the following limits: ACE will cancel Your policy in the event that 2 successful claims are made in any continuous 12 month period.
8. **Barring phones** - The Company will permanently bar all mobile phone handsets or data devices that have been Accidentally Lost, Stolen or Damaged (but cannot be economically repaired) in respect of which a claim has been approved.
9. **Salvage** - The Company will be entitled to take and keep possession of damaged or recovered Insured Equipment and to deal with the salvage in a reasonable manner.
10. **Subrogation** - The Company may at its own expense take such proceedings as it thinks fit in Your name in relation to the Insured Equipment and in such circumstances You shall give such assistance to the Company as the Company shall reasonably require.
11. **Fraud** – (i) If You (or anyone acting for You) make a claim under this policy knowing the claim to be false or fraudulently exaggerated in any respect or make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect or make a claim in respect of any Theft, Loss or Damage caused by Your willful act or with the intent to defraud the Company, Then Your claim will be declined and Your policy will be cancelled without notice with no refund of premium; (ii) The Company may be entitled to recover from You the cost of any claim already paid under this policy (if necessary the cost may be recovered through the instigation of court proceedings). We may also be entitled to recover from You the cost of any investigation into a fraudulent claim under this policy (if necessary the cost may be recovered through the instigation of court proceedings) and; (iii) The Company may

inform the Garda Siochana, Government or regulatory bodies of the circumstances. Details of fraudulent claims will be put on a register of claims through which Company's share information to prevent fraudulent claims. A list of participant names and addresses are available on request.

12. **Cancellation** - In addition to those cancellation rights described in Condition 2 above, You or the Company may cancel this policy by giving 30 days' notice to each other. You need to contact Vodafone on 1907 from a Vodafone mobile or 1800 22 55 88 from any other phone or write to the administrator at Vodafone Claims Management, P O Box 10329 Dublin 2. We won't refund the premium for the period the policy was valid prior to such a cancellation. You also have a right to cancel this policy, which extends for 14 days from the later of: (a) The day You are informed that the policy has commenced and; (b) The day on which You receive the full terms and conditions of the policy. On receipt of the notice You will receive a refund of any premiums already paid unless the Company has already been notified of a claim.
13. **Changes to the insurance** - The Company, by giving You 30 days' notice via a durable medium during the Period of Insurance, may alter the Premium and/or the Terms and Conditions of this insurance with effect from the end of the notice period. On receipt of such notice, You may, at any time within the 30 day notice period, by notice in writing to the Company, cancel the insurance with immediate effect. If You change Your Insured Equipment and, as a consequence a different Premium becomes payable in respect of the Insured Equipment, the new Premium will be charged from the date of the change. If You do not want to pay the new Premium You may, at the time of the change, by notice in writing to the Company, cancel the insurance with immediate effect.
14. **Transfer of insurance** - The Company reserves the right to transfer its obligations under this insurance to any other reputable insurance company which the Company may determine.
15. **Complaints** - The Company is dedicated to providing a high quality service and wants to maintain this at all times. If You are not satisfied with this service, please call Vodafone Claims Management on 0818 92 77 11 or write to them at: Vodafone Claims Management, PO Box 10329, Dublin 2. The Company will try to resolve Your concerns within 24 hours. If this is not possible, they will acknowledge your complaint within 5 working days of receipt and provide a response within 20 working days. The existence of these complaints procedures does not reduce Your statutory rights in relation to this Policy. If You are not satisfied with the Company's final response, You can ask the Financial Services Ombudsman to review Your case. The FSO can be contacted by calling 01-662 0899, by fax on 01-662 0890 or in writing at: Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The FSO website is www.financialombudsman.ie.
16. **Law** - Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. You and the Company agree that: i. this Policy will be governed and interpreted in accordance with the Law of Ireland and only the Irish Courts will have jurisdiction in any dispute; and ii. communication of and in connection with this Policy shall be in the English language.

17. Data Protection -

ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to ACE.

The information You provided when You took out your Policy, together with other information You provide at any later date, will be used by ACE and its group companies to help them meet Your needs, including supplying you with products and services You have requested, initially or at any later date; supplying You with information about additional products and services; and improving their products, their services, and the operations of their website.

ACE may disclose Your information to their service providers and agents for these purposes, as well as any agents you have appointed to act on Your behalf. For these purposes ACE may, if necessary transfer Your information Abroad to countries which do not have the same level of data protection as Ireland. If ACE does make such a transfer, ACE will take reasonable steps to ensure that Your information is protected.

The information You provided to us is processed by us to confirm Your identity, process Your application or request and to record and cross reference particulars in the event of claim in insurance industry databases for fraud prevention purposes. In certain cases, this may involve the sharing of Your information with other insurance providers, third parties to process and administer Yours claim, process Yours payments or private investigators. Guidelines for sharing of information in this regard are contained in a Code of Practice on Data Protection for the Insurance Sector which has been approved by the Data Protection Commissioner.

Where You have provided information about another person in connection with the purchase and performance of this Policy, You confirm that they have appointed You to act for them, that they have consented to the processing of their personal data, including sensitive personal data, and that they have consented to the transfer of their information abroad. You also agree to receive on their behalf any data protection notices from ACE.

ACE may, if You have given them permission, contact You by post, telephone or email to let You know about goods, services or promotions that may be of interest to You and/or to share Your information with organisations that are ACE's business partners.

You have the right to withdraw Your consent at any time and have Your details removed from future marketing programmes. It will help ACE if You provide your full name, postal address, and insurance Policy. Please allow 40 days if You wish to have Your name removed from marketing programmes for Your request to become effective. To do this, please phone 0818 92 77 11, or write to: The Customer Service Manager, ACE European Group Limited, 5 George's Dock, International Financial Services Centre, Dublin 1.

ACE may monitor and/or record Your communication with them, either themselves or reputable organisations selected by ACE, to ensure consistent servicing levels and account operation. It may be necessary for You to provide additional information including sensitive personal data in order for ACE to assess and pay any claims. ACE may only obtain this information, or ask third parties to obtain this information, with Your express prior consent. By submitting a claim You are expressly

consenting to ACE obtaining and using such information to enable ACE to assess and pay such claim.

ACE will not disclose any claim details to any other third party without written permission from the policyholder and/or claimant.>

ACE will keep information about You only for so long as is appropriate. If You ask, ACE will, in accordance with Your subject access rights, tell You what information it holds about You and provide it to You in accordance with applicable law. Any information which is found to be incorrect will be corrected promptly.

18. **General** - All monies which become payable by the Company under this insurance shall, in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland. Stamp Duty has been or will be paid in accordance with current legislation.

This insurance is underwritten by ACE European Group Ltd, Ireland Branch, whose main business is general insurance. ACE European Group Limited trading as ACE Europe and Combined Insurance is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. Registered Branch Office in Ireland is 5 Georges Dock, IFSC, Dublin 1. Registered No. 904967. ACE European Group Limited is registered in England and Wales, No 1112892, 100 Leadenhall St, London, EC3A 3BP; FCA registration FRN202803.

It has appointed Vodafone as administration agents, and both may use the resources of and assign obligations to other companies. Your policy is administered by Occipital Limited (trading as Interaction). ACE is a member of the Insurance Ireland which represents the insurance industry and is working closely with the Central Bank of Ireland, in seeking to promote a fair and open, consumer-driven market, has agreed a minimum set of standards for member companies' dealings with their customers resident in the Republic of Ireland.

Vodafone Stay Mobile Extra Insurance (from 02 May 2017)

Benefits

Chubb European Group Limited ('the Company') will at its discretion and in return for Your continued payment of the monthly Premium, provide you with the repair or replacement of Your Insured Equipment to an equivalent specification, which may be by way of a Refurbished Unit, where Your mobile has been Damaged, Lost or Stolen during the Period of Insurance and subject to the following definitions, exclusions and conditions.

How to make a claim

1. In the event of any claim for Accidental Loss or Theft to the Insured Equipment You must notify Vodafone immediately. Your SIM card and phone or data device will be barred or disconnected.

2. If Your Equipment is Accidentally Lost, Stolen or Maliciously Damaged, You must notify An Garda Síochána or local police authority and obtain a loss or crime number within 72 hours of discovery, (other than where extenuating circumstances prevent you from doing so). You must take all steps to recover the Insured Equipment and co-operate with the investigations and enquiries of An Garda Síochána or local police authority.
3. If Your Equipment is Accidentally Lost or Stolen, You must notify Vodafone Claims within 7 days of discovery (other than where extenuating circumstances prevent you from doing so), together with any further details required to substantiate the claim.
4. If Your Equipment is Damaged, You must notify Vodafone Claims within 14 days of discovery, (other than where extenuating circumstances prevent you from doing so), together with any further details required to substantiate the claim.
5. Please ensure that You have removed any locking mechanism (e.g. Find my iPhone) from Your Damaged Equipment before You send it to us. If this isn't removed, this may affect the processing of Your claim and the handset may be returned to You for the block to be removed before the claim can be assessed.
6. You may be asked to complete a claim form or provide additional information in order to progress Your claim. Failure to do so will result in Your claim not being assessed.

You can notify Vodafone Claims online at www.staymobile.ie, by phone at 0818 92 77 11, or by post to Vodafone Claims, Merrion Hall, Strand Road, Dublin 4, Ireland.

Definitions

1. "the Company" means Chubb European Group Limited, Ireland Branch("Chubb"), of 5 George's Dock, International Financial Services Centre, Dublin 1.
2. "the Premium" means the amount payable by You for this insurance.
3. "You" or "Your" and words derived there from means a Vodafone Ireland Limited ("Vodafone") subscriber (or a nominated user of the subscriber who has been notified to Vodafone) whose application for insurance is accepted by the Company and who pays and continues to pay the Premium.
4. "the Insured Equipment" means Your mobile phone handset or data device purchased from Vodafone and as listed as insured by You in Vodafone's records (and a standard home charger, battery and SIM card therefore). An upgraded mobile phone handset or data device obtained through Vodafone's upgrade programme will automatically become the Insured Equipment (in place of Your prior handset or data device) unless You advise the Company to the contrary.
5. "Period of Insurance" means the period between the Company's acceptance of Your application for insurance and the termination of the insurance. Period of insurance refers to one calendar month with a minimum initial duration of three months and your policy will automatically renew on a monthly basis for up to fifty-nine (59) months provided You pay

the required premium or unless the policy is cancelled within the terms of Clause 12 Cancellation below.

6. "Accidental Damage" means accidental physical breakage, destruction or failure of your covered product(s) due to an unforeseen event which causes physical damage to the covered product(s) and that prevents it from operating correctly.
7. "Accidental Loss or Accidentally Lost" means:
 - (i) You have accidentally or unintentionally left Your Equipment in any location and it has then disappeared; or
 - (ii) Your Equipment is in a known location, but You are not reasonably able to retrieve it; or
 - (iii) Your Equipment has disappeared and You are not sure how.
8. "Theft or Stolen" means the taking of Your Insured Equipment by persons known or unknown with the intention of unlawfully and permanently depriving You of possession of Your Insured Equipment.
9. "Malicious Damage" means where damage is deliberately caused to Your Equipment by someone other than You.
10. "Damage/Damaged" means Accidental Damage and Malicious Damage
11. "Refurbished Unit" means a pre-used unit that has been passed through a stringent refurbishment process and is equivalent to a new unit in terms of performance and reliability:
 - (i) They are fully tested to factory standards
 - (ii) They are refurbished with genuine cosmetic parts by a manufacturer approved repairer
 - (iii) They are put through a thorough cleaning process and inspection.
 - (iv) They are repackaged

Exclusions

This insurance does not cover the following:

1. General
 - An excess charge payable by You for every successful claim. The amount of the excess charge will be €75.00 for the first successful claim and €125.00 for any subsequent successful claim made within 12 months.
 - Accidental Loss, Theft or Damage if at the time of the Accidental Loss, Theft or Damage the Insured Equipment is not in Your possession or is not being used by You.

- Claims for Theft or Accidental Loss without a Garda PULSE Number or local police authority crime reference number or certificate which can substantiate the Theft or Loss.
- Accidental Loss, Theft or Damage caused by Your wilful misconduct.
- Your Insured Equipment for which a claim has previously been made outside of the provisions set out in clause 3 of conditions; or unless proof can be provided of a manufacturer authorised repair to the previously reported damage.
- Consequential loss of any kind i.e. Loss of use or reconnection costs or subscription fees of any kind, any expense incurred as a result of not being able to use the mobile, any unauthorised call use from your Insured Equipment or any loss other than the repair or replacement costs of the Insured Equipment.
- Accidental Loss, Theft or Damage resulting or arising directly or indirectly from:
 - a) ionising 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 nuclear component thereof.
 - b) any consequence of war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, civil commotion, rebellion, revolution, insurrection, military or usurped power, delay, confiscation, or detention by Customs or other Officials or Authorities.
 - c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
 - d) Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion, 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 or to put the public or any section of the public in fear.

2. Theft

- Theft of the Insured Equipment whilst left in an unattended motor vehicle unless the vehicle is locked, all protections are in operation and the Theft is from a locked boot or closed compartment.
- Theft of the Insured Equipment where the Insured Equipment is deliberately left away from Your person, unless reasonable precautions were taken to protect Your Insured Equipment.
- Theft from any property not accompanied by evidence of forced entry or exit.

3. Damage

- Mechanical or electrical breakdown or derangement unless caused by accidental external means.
- Damage covered by the manufacturers' warranty and damage caused by inherent manufacturing or design faults.
- Damage to, or malfunction of, the Insured Equipment caused by, or attributed to, the operation of a software virus or any other software based malfunction.
- Damage resulting from wear and tear.

4. Loss

- Loss where the Insured Equipment is deliberately left away from Your person, unless reasonable precautions were taken to protect Your Insured Equipment.

Conditions

1. You shall take all reasonable precautions to ensure the safety of the Insured Equipment. No claim shall be agreed where there has been a failure in this regard.
2. Chubb will cancel Your policy in the event that two successful claims are made in any continuous 12 month period.

Conditions precedent to liability for the Company to pay a claim under this policy:

3. That when any event occurs which gives rise to a claim under this policy the Insured Equipment must be repaired or replaced by the Company or an authorised repairer nominated by the Company. If You don't do this, any liability of the Company that would have arisen as a result of such Loss shall be forfeited;
4. Your Insured Equipment is equipped with Your Vodafone authorised SIM and is connected to the Vodafone network at the time of the incident or event giving rise to such claim, unless the SIM has been removed from Your Equipment for temporary and legitimate purposes.
5. To pay a claim under this policy, the Premium payable by You has been paid by You up to the incident date of the claim.
6. 6. The Basis for Settlement of Claims –
 - If the Insured Equipment which has been damaged, and can in the opinion of the Company, be economically repaired, the Company will be responsible for repair and delivery costs only.
 - If the Insured Equipment has been Accidentally Lost, Stolen or Damaged (but cannot be economically repaired), the Company will, insofar as is possible, replace Your Insured Equipment with a product of the same specification, which may be of a different colour. However, should such replacement not be available, You will be provided with a similar product based on the capabilities and specification of Your

Insured Equipment. This may be a model from a different manufacturer and may be of a different colour.

- Replacement Equipment provided may be by way of a Refurbished Unit and re-packaged by a repair centre approved by the Company.
- You must have the damaged Insured Equipment available for collection at the time that a replacement product is being delivered. Failure to do so will result in the replacement product not being given to You.
- You will also incur delivery costs if You are not at the delivery address as arranged.

7. Limits – This policy is subject to the following limits:

- (i) Chubb will cancel Your policy in the event that 2 successful claims are made in any continuous 12 month period.
- (ii) The policy will only provide Worldwide Coverage for 30 consecutive days per trip.

8. Barring phones – The Company will permanently bar all mobile phone handsets or data devices that have been Accidentally Lost, Stolen or Damaged (but cannot be economically repaired) in respect of which a claim has been approved.

9. Salvage – The Company will be entitled to take and keep possession of damaged or recovered Insured Equipment and to deal with the salvage in a reasonable manner.

10. Subrogation – The Company may at its own expense take such proceedings as it thinks fit in Your name in relation to the Insured Equipment and in such circumstances You shall give such assistance to the Company as the Company shall reasonably require.

11. Fraud –

- (i) If You (or anyone acting for You) make a claim under this policy knowing the claim to be false or fraudulently exaggerated in any respect or make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect or make a claim in respect of any Theft, Loss or Damage caused by Your wilful act or with the intent to defraud the Company, Then Your claim will be declined and Your policy will be cancelled without notice with no refund of premium;
- (ii) The Company may be entitled to recover from You the cost of any claim already paid under this policy (if necessary the cost may be recovered through the instigation of court proceedings). We may also be entitled to recover from You the cost of any investigation into a fraudulent claim under this policy (if necessary the cost may be recovered through the instigation of court proceedings) and;
- (iii) The Company may inform the Garda Síochána, Government or regulatory bodies of the circumstances. Details of fraudulent claims will be put on a register of claims

through which Company's share information to prevent fraudulent claims. A list of participant names and addresses are available on request.

12. Cancellation – In addition to those cancellation rights described in Condition 2 above, You or the Company may cancel this policy by giving 30 days' notice to each other. You need to contact Vodafone on 1907 from a Vodafone mobile or 1800 22 55 88 from any other phone or write to the administrator at Vodafone Claims, Merrion Hall, Strand Road, Dublin 4. We won't refund the premium for the period the policy was valid prior to such a cancellation. You also have a right to cancel this policy, which extends for 14 days from the later of:
- a) The day You are informed that the policy has commenced and;
 - b) The day on which You receive the full terms and conditions of the policy. On receipt of the notice You will receive a refund of any premiums already paid unless the Company has already been notified of a claim.
13. 13. Changes to the insurance – The Company, by giving You 30 days' notice via a durable medium during the Period of Insurance, may alter the Premium and/or the Terms and Conditions of this insurance with effect from the end of the notice period. On receipt of such notice, You may, at any time within the 30 day notice period, by notice in writing to the Company, cancel the insurance with immediate effect. If You change Your Insured Equipment and, as a consequence a different Premium becomes payable in respect of the Insured Equipment, the new Premium will be charged from the date of the change. If You do not want to pay the new Premium You may, at the time of the change, by notice in writing to the Company, cancel the insurance with immediate effect.
14. 14. Transfer of insurance – The Company reserves the right to transfer its obligations under this insurance to any other reputable insurance company which the Company may determine.
15. 15. Complaints – The Company is dedicated to providing a high quality service and wants to maintain this at all times. If You are not satisfied with this service, please call Vodafone Claims on 0818 92 77 11 or write to them at: Vodafone Claims, Merrion Hall, Strand Road, Dublin 4 Ireland. The Company will try to resolve Your concerns within 24 hours. If this is not possible, they will acknowledge your complaint within 5 working days of receipt and provide a response within 20 working days. The existence of these complaints procedures does not reduce Your statutory rights in relation to this Policy. If You are not satisfied with the Company's final response, You can ask the Financial Services Ombudsman to review Your case. The FSO can be contacted by calling 01-662 0899, by fax on 01-662 0890 or in writing at: Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The FSO website is financialombudsman.ie.
16. 16. Law – Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. You and the Company agree that:
- (i) this Policy will be governed and interpreted in accordance with the Law of Ireland and only the Irish Courts will have jurisdiction in any dispute; and

- (ii) communication of and in connection with this Policy shall be in the English language.

17. 17. Data Protection – Chubb fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to Chubb. The information You provided when You took out your Policy, together with other information You provide at any later date, will be used by Chubb and its group companies to help them meet Your needs, including supplying you with products and services You have requested, initially or at any later date; supplying You with information about additional products and services; and improving their products, their services, and the operations of their website. Chubb may disclose your information to their service providers and agents for these purposes, as well as any agents you have appointed to act on Your behalf. We may transfer Your Personal Information to countries outside the European Economic Area (EEA) which may not have the same level of data protection as in Ireland, but if We do, We will ensure appropriate safeguards are put in place to protect Your Personal Information. The information You provided to us is processed by us to confirm Your identity, process Your application or request and to record and cross reference particulars in the event of claim in insurance industry databases for fraud prevention purposes. In certain cases, this may involve the sharing of Your information with other insurance providers, third parties to process and administer Yours claim, process Yours payments or private investigators. Guidelines for sharing of information in this regard are contained in a Code of Practice on Data Protection for the Insurance Sector which has been approved by the Data Protection Commissioner. Where You have provided information about another person in connection with the purchase and performance of this Policy, You confirm that they have appointed You to act for them, that they have consented to the processing of their personal data, including sensitive personal data, and that they have consented to the transfer of their information abroad. You also agree to receive on their behalf any data protection notices from Chubb. Chubb may, if You have given them permission, contact You by post, telephone or email to let You know about goods, services or promotions that may be of interest to You and/or to share Your information with organisations that are Chubb's business partners. You have the right to withdraw Your consent at any time and have Your details removed from future marketing programmes. It will help Chubb if You provide your full name, postal address, and insurance Policy. Please allow 40 days if You wish to have Your name removed from marketing programmes for Your request to become effective. To do this, please phone 0818 92 77 11, or write to: The Customer Service Manager, Chubb European Group Limited, 5 George's Dock, International Financial Services Centre, Dublin 1. Chubb may monitor and/or record Your communication with them, either themselves or reputable organisations selected by Chubb, to ensure consistent servicing levels and account operation. It may be necessary for You to provide additional information including sensitive personal data in order for Chubb to assess and pay any claims. Chubb may only obtain this information, or ask third parties to obtain this information, with Your express prior consent. By submitting a claim You are expressly consenting to Chubb obtaining and using such information to enable Chubb to assess and pay such claim. Chubb will not disclose any claim details to any other third party without written permission from the policyholder and/ or claimant. Chubb will keep information about You only for so long as is appropriate. If You ask, Chubb

will, in accordance with Your subject access rights, tell You what information it holds about You and provide it to You in accordance with applicable law. Any information which is found to be incorrect will be corrected promptly.

18. 18. General – All monies which become payable by the Company under this insurance shall, in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland. Stamp Duty has been or will be paid in accordance with current legislation. This insurance is underwritten by Chubb European Group Ltd, Ireland Branch, whose main business is general insurance. Chubb European Group Limited trading as Chubb, Chubb Bermuda International and Combined Insurance is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. Registered Branch Office in Ireland is 5 Georges Dock, IFSC, Dublin 1. Registered No. 904967. Chubb European Group Limited is registered in England and Wales, No 1112892, 100 Leadenhall St, London, EC3A 3BP; FCA registration FRN202803. It has appointed Vodafone as administration agents, and both may use the resources of and assign obligations to other companies. Your policy is administered by OSG Outsource Services Group Limited, trading as OSG Vericclaim. Chubb is a member of the Insurance Ireland which represents the insurance industry and is working closely with the Central Bank of Ireland, in seeking to promote a fair and open, consumer-driven market, has agreed a minimum set of standards for member companies' dealings with their customers resident in the Republic of Ireland.

Vodafone Stay Mobile Extra Insurance (from 12 February 2018)

Vodafone Stay Mobile Extra Insurance Terms and Conditions

Benefits

Chubb European Group Limited ('the Company') will at its discretion and in return for Your continued payment of the monthly Premium, provide you with the repair or replacement of Your Insured Equipment to an equivalent specification, which may be by way of a Refurbished Unit, where Your mobile has been Damaged, Lost or Stolen during the Period of Insurance and subject to the following definitions, exclusions and conditions.

How to make a claim

1. In the event of any claim for Accidental Loss or Theft to the Insured Equipment You must notify Vodafone immediately. Your SIM card and phone or data device will be barred or disconnected.
2. If Your Equipment is Accidentally Lost, Stolen or Maliciously Damaged, You must notify An Garda Síochána or local police authority and obtain a loss or crime number within 72 hours of discovery, (other than where extenuating circumstances prevent you from doing so). You must take

all steps to recover the Insured Equipment and co-operate with the investigations and enquiries of An Garda Síochána or local

police authority.

3. If Your Equipment is Accidentally Lost or Stolen, You must notify Vodafone Claims within 7 days of discovery (other than where extenuating circumstances prevent you from doing so), together with any further details required to substantiate the claim.

4. If Your Equipment is Damaged, You must notify Vodafone Claims within 14 days of discovery, (other than where extenuating circumstances prevent you from doing so), together with any further details required to substantiate the claim.

5. Please ensure that You have removed any locking mechanism (e.g. Find my iPhone) from Your Damaged Equipment before You send it to us. If this isn't removed, this may affect the processing of Your claim and the handset may be returned to You for the block to be removed before the claim can be assessed.

6. You may be asked to complete a claim form or provide additional information in order to progress Your claim. Failure to do so will result in Your claim not being assessed.

You can notify Vodafone Claims online at www.staymobile.ie, by phone at 0818 92 77 11, or by post to Vodafone Claims, Merrion Hall, Strand Road, Dublin 4, Ireland.

Definitions

1. **“the Company”** means Chubb European Group Limited, Ireland Branch(“Chubb”), of 5 George’s Dock, International Financial Services Centre, Dublin 1.

2. **“the Premium”** means the amount payable by You for this insurance.

3. **“You”** or **“Your”** and words derived there from means a Vodafone Ireland Limited ("Vodafone") subscriber (or a nominated user of the subscriber who has been notified to Vodafone) whose application for insurance is accepted by the Company and who pays and continues to pay the Premium.

4. **“the Insured Equipment”** means Your mobile phone handset or data device purchased from Vodafone and as listed as insured by You in Vodafone’s records (and a standard home charger, battery and SIM card therefore). An upgraded mobile phone handset or data device obtained through Vodafone’s upgrade programme will automatically become the Insured Equipment (in place of Your prior handset or data device) unless You advise the Company to the contrary.

5. **“Period of Insurance”** means the period between the Company’s acceptance of Your application for insurance and the termination of the insurance. Period of insurance refers to one calendar month with a minimum initial duration of three months and your policy will automatically renew on a monthly basis for up to fifty-nine (59) months provided You pay the required premium or unless the policy is cancelled within the terms of Clause 12 Cancellation below.

6. **“Accidental Damage”** means accidental physical breakage, destruction or failure of your covered product(s) due to an unforeseen event which causes physical damage to the covered product(s) and that prevents it from operating correctly.
7. **“Accidental Loss or Accidentally Lost”** means:
- (i) You have accidentally or unintentionally left Your Equipment in any location and it has then disappeared; or
 - (ii) Your Equipment is in a known location, but You are not reasonably able to retrieve it; or
 - (iii) Your Equipment has disappeared and You are not sure how.
8. **“Theft or Stolen”** means the taking of Your Insured Equipment by persons known or unknown with the intention of unlawfully and permanently depriving You of possession of Your Insured Equipment.
9. **“Malicious Damage”** means where damage is deliberately caused to Your Equipment by someone other than You.
10. **“Damage/Damaged”** means Accidental Damage and Malicious Damage
11. **“Refurbished Unit”** means a pre-used unit that has been passed through a stringent refurbishment process and is equivalent to a new unit in terms of performance and reliability:
- (i) They are fully tested to factory standards
 - (ii) They are refurbished with genuine cosmetic parts by a manufacturer approved repairer
 - (iii) They are put through a thorough cleaning process and inspection.
 - (iv) They are repackaged.

Exclusions

This insurance does not cover the following:

1. General

- An excess charge payable by You for every successful claim. The amount of the excess charge will be €75.00 for the first successful claim and €125.00 for any subsequent successful claim made within 12 months.
- Accidental Loss, Theft or Damage if at the time of the Accidental Loss, Theft or Damage the Insured Equipment is not in Your possession or is not being used by You.
- Claims for Theft or Accidental Loss without a Garda PULSE Number or local police authority crime reference number or certificate which can substantiate the Theft or Loss.
- Accidental Loss, Theft or Damage caused by Your wilful misconduct.

- Your Insured Equipment for which a claim has previously been made outside of the provisions set out in clause 3 of conditions; or unless proof can be provided of a manufacturer authorised repair to the previously reported damage.
- Consequential loss of any kind i.e. Loss of use or reconnection costs or subscription fees of any kind, any expense incurred as a result of not being able to use the mobile, any unauthorised call use from your Insured Equipment or any loss other than the repair or replacement costs of the Insured Equipment.
- Accidental Loss, Theft or Damage resulting or arising directly or indirectly from:
 - a) ionising 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 nuclear component thereof.
 - b) any consequence of war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, civil commotion, rebellion, revolution, insurrection, military or usurped power, delay, confiscation, or detention by Customs or other Officials or Authorities.
 - c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
 - d) Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion, 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 or to put the public or any section of the public in fear.

2. Theft

- Theft of the Insured Equipment whilst left in an unattended motor vehicle unless the vehicle is locked, all protections are in operation and the Theft is from a locked boot or closed compartment.
- Theft of the Insured Equipment where the Insured Equipment is deliberately left away from Your person, unless reasonable precautions were taken to protect Your Insured Equipment.
- Theft from any property not accompanied by evidence of forced entry or exit.

3. Damage

- Mechanical or electrical breakdown or derangement unless caused by accidental external means.
- Damage covered by the manufacturers' warranty and damage caused by inherent manufacturing or design faults.

- Damage to, or malfunction of, the Insured Equipment caused by, or attributed to, the operation of a software virus or any other software based malfunction.
- Damage resulting from wear and tear.

4. Loss

- Loss where the Insured Equipment is deliberately left away from Your person, unless reasonable precautions were taken to protect Your Insured Equipment.

Conditions

1. You shall take all reasonable precautions to ensure the safety of the Insured Equipment. No claim shall be agreed where there has been a failure in this regard.
2. Chubb will cancel Your policy in the event that two successful claims are made in any continuous 12 month period.

Conditions precedent to liability for the Company to pay a claim under this policy:

3. That when any event occurs which gives rise to a claim under this policy the Insured Equipment must be repaired or replaced by the Company or an authorised repairer nominated by the Company. If You don't do this, any liability of the Company that would have arisen as a result of such Loss shall be forfeited;
4. Your Insured Equipment is equipped with Your Vodafone authorised SIM and is connected to the Vodafone network at the time of the incident or event giving rise to such claim, unless the SIM has been removed from Your Equipment for temporary and legitimate purposes.
5. To pay a claim under this policy, the Premium payable by You has been paid by You up to the incident date of the claim.

5. The Basis for Settlement of Claims –

- If the Insured Equipment which has been damaged, and can in the opinion of the Company, be economically repaired, the Company will be responsible for repair and delivery costs only.
- If the Insured Equipment has been Accidentally Lost, Stolen or Damaged (but cannot be economically repaired), the Company will, insofar as is possible, replace Your Insured Equipment with a product of the same specification, which may be of a different colour. However, should such replacement not be available, You will be provided with a similar product based on the capabilities and specification of Your Insured Equipment. This may be a model from a different manufacturer and may be of a different colour.

- Replacement Equipment provided may be by way of a Refurbished Unit and re-packaged by a repair centre approved by the Company.
- You must have the damaged Insured Equipment available for collection at the time that a replacement product is being delivered. Failure to do so will result in the replacement product not being given to You.
- You will also incur delivery costs if You are not at the delivery address as arranged.

6. Limits – This policy is subject to the following limits:

- (i) Chubb will cancel Your policy in the event that 2 successful claims are made in any continuous 12 month period.
- (ii) The policy will only provide Worldwide Coverage for 30 consecutive days per trip.

7. Barring phones – The Company will permanently bar all mobile phone handsets or data devices that have been Accidentally Lost, Stolen or Damaged (but cannot be economically repaired) in respect of which a claim has been approved.

8. Salvage – The Company will be entitled to take and keep possession of damaged or recovered Insured Equipment and to deal with the salvage in a reasonable manner.

9. Subrogation – The Company may at its own expense take such proceedings as it thinks fit in Your name in relation to the Insured Equipment and in such circumstances You shall give such assistance to the Company as the Company shall reasonably require.

10. Fraud –

- (i) If You (or anyone acting for You) make a claim under this policy knowing the claim to be false or fraudulently exaggerated in any respect or make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect or make a claim in respect of any Theft, Loss or Damage caused by Your wilful act or with the intent to defraud the Company, Then Your claim will be declined and Your policy will be cancelled without notice with no refund of premium;
- (ii) The Company may be entitled to recover from You the cost of any claim already paid under this policy (if necessary the cost may be recovered through the instigation of court proceedings). We may also be entitled to recover from You the cost of any investigation into a fraudulent claim under this policy

(if necessary the cost may be recovered through the instigation of court proceedings) and;

(iii) The Company may inform the Garda Síochána, Government or regulatory bodies of the circumstances. Details of fraudulent claims will be put on a register of claims through which Company's share information to prevent fraudulent claims. A list of participant names and addresses are available on request.

11. Cancellation – In addition to those cancellation rights described in Condition 2 above, You or the Company may cancel this policy by giving 30 days' notice to each other. You need to contact Vodafone on 1907 from a Vodafone mobile or 1800 22 55 88 from any other phone or write to the administrator at Vodafone Claims, Merrion Hall, Strand Road, Dublin 4. We won't refund the premium for the period the policy was valid prior to such a cancellation. You also have a right to cancel this policy, which extends for 14 days from the later of:

a) The day You are informed that the policy has commenced and;

b) The day on which You receive the full terms and conditions of the policy. On receipt of the notice You will receive a refund of any premiums already paid unless the Company has already been notified of a claim.

12. Changes to the insurance – The Company, by giving You 30 days' notice via a durable medium during the Period of Insurance, may alter the Premium and/or the Terms and Conditions of this insurance with effect from the end of the notice period. On receipt of such notice, You may, at any time within the 30 day notice period, by notice in writing to the Company, cancel the insurance with immediate effect. If You change Your Insured Equipment and, as a consequence a different Premium becomes payable in respect of the Insured Equipment, the new Premium will be charged from the date of the change. If You do not want to pay the new Premium You may, at the time of the change, by notice in writing to the Company, cancel the insurance with immediate effect.

13. Transfer of insurance – The Company reserves the right to transfer its obligations under this insurance to any other reputable insurance company which the Company may determine.

14. Complaints – The Company is dedicated to providing a high quality service and wants to maintain this at all times. If You are not satisfied with this service, please call Vodafone Claims on 0818 92 77 11 or write to them at: Vodafone Claims, Merrion Hall, Strand Road, Dublin 4 Ireland. The Company will try to resolve Your concerns within 24 hours. If this is not possible, they will acknowledge your complaint within 5 working days of receipt and provide a response within 20 working days. The existence of these complaints procedures does not reduce Your statutory rights in relation to this Policy. If You are not satisfied with the Company's final response, You can ask the Financial Services Ombudsman to review Your case. The FSO can be contacted by calling 01-662

0899, by fax on 01-662 0890 or in writing at: Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The FSO website is <https://www.fspo.ie/>

15. Law – Current legislation allows the parties to this contract to choose which law is used to interpret this Policy.

You and the Company agree that:

- (i) this Policy will be governed and interpreted in accordance with the Law of Ireland and only the Irish Courts will have jurisdiction in any dispute; and
- (ii) communication of and in connection with this Policy shall be in the English language.

16. Privacy Notice for Policy Pack – We use personal information which you supply to us in order to write and administer this Stay Mobile Policy, including any claims arising from it.

This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you

(for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting.

We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control.

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our user-friendly Master Privacy Policy, available here: www2.chubb.com/ie-en/footer/privacy-policy.aspx. You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at <mailto:dataprotectionoffice.europe@chubb.com>.

17. General – All monies which become payable by the Company under this insurance shall, in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland. Stamp Duty has been or will be paid in accordance with current legislation. This insurance is underwritten by Chubb European Group Ltd, Ireland Branch, whose main business is general insurance. Chubb European Group Limited trading as Chubb, Chubb Bermuda International and Combined Insurance is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. Registered Branch Office in Ireland is 5 Georges Dock, IFSC, Dublin 1. Registered No. 904967. Chubb European Group Limited is registered in England and Wales, No 1112892, 100 Leadenhall

St, London, EC3A 3BP; FCA registration FRN202803. It has appointed Vodafone as administration agents, and both may use the resources of and assign obligations to other companies. Your policy is administered by OSG Outsource Services Group Limited, trading as OSG Vericlaim. Chubb is a member of the Insurance Ireland which represents the insurance industry and is working closely with the Central Bank of Ireland, in seeking to promote a fair and open, consumer-driven market, has agreed a minimum set of standards for member companies' dealings with their customers resident in the Republic of Ireland.

Vodafone Stay Mobile Extra Insurance (from 14 November 2018)

This is your mobile device insurance policy for loss, theft & accidental damage. In this document you will find everything you need to know about your cover. Please read this carefully to make sure this policy is right for you and if you have any questions call us on 0818 92 77 11. This policy constitutes an agreement between you and the insurer, Assurant General Insurance Limited. The insurer has appointed Outsource Services Group Limited to administer the policy. References to 'we/us/our' relates to Assurant General Insurance Limited, Outsource Services Group Limited and Vodafone. No advice has been given about this insurance product.

Who is this cover designed for?

This policy is designed for people who have a mobile device provided by Vodafone that is not already covered under another insurance policy and you want to cover the cost of repairing or replacing your mobile device against loss, theft and accidental damage. Successful claims are subject to an excess payment by you and you should take this into consideration when deciding if this policy is suitable for you.

You must be at least 18 years of age at the time you purchased this insurance, and have a Vodafone airtime contract (i.e. a mobile voice/ data monthly subscription) in place throughout the duration of this policy.

Having insurance does not mean that you can take risks with your mobile device which you would not take if your mobile device was not insured as doing so may result in your claim being declined. Further details can be found in the section 'What you are NOT covered for'.

What you are covered for

Insurance cover worldwide for the mobile device purchased from Vodafone and registered with us which must be owned by you in the event of:

- **Loss**
- **Theft**

• **Accidental Damage**

If your mobile device is accidentally damaged we will either repair or replace it. Accidental damage is where an unforeseen event has caused the physical damage to your device which prevents it from working correctly

If your mobile device is lost or stolen we will replace it.

Worldwide cover is for single trips outside of Ireland up to a maximum of 30 days

Replacements

1. Where we replace the mobile device the replacement may be a remanufactured (not brand new) device.

2. We will attempt to replace your device with one of the same colour but we can't guarantee to do this or replace any limited or special edition mobile devices.

3. If we cannot replace your device with one of the same make, model and specification we will contact you to discuss alternative mobile devices of similar specification.

If you are unable to provide the damaged mobile device to support your claim for a damage incident, then this will be classified as a lost mobile device claim.

Where we send you a replacement or repaired item, this will only be sent to an Irish address.

What you are NOT covered for

Excess - You need to pay a contribution every time you make a successful claim, this is the excess. The amount of the excess charge will be €75.00 for the first successful claim and €125.00 for any subsequent successful claim made within 12 months of the first claim.

Not taking care of your mobile device - Taking care of your mobile device means:

- Not knowingly leaving your mobile device somewhere it is likely to be lost, stolen. Just think would you leave your wallet or purse there?
- If you need to leave your mobile device somewhere then we expect you to lock it away out of sight if at all possible. If you cannot lock it away then you must leave it with someone you trust or concealed out of sight in a safe place.
- Making reasonable enquiries to find your device if you think you have lost it.

If you knowingly leave your mobile device where others can see it but you cannot and your mobile device is then lost or stolen we may not pay your claim. Some examples of previous declined claims include:

- in a cafe or pub you leave your mobile device on the table when you go to the bar to pick up your drink instead of taking it with you.
- leaving your mobile device on display in your car or leaving your mobile device in the care of someone you don't know well.
- if you are at the gym and you leave your mobile device on a bench in the changing rooms rather than taking it with you or storing it in a locker.
- intentionally damaging your device.

All of these examples increase the risk of it being lost, stolen or damaged and may result in your claim being declined. The examples are to help you understand what's covered, and are not the only reasons a claim could be rejected.

What you are NOT covered for (continued)

More than 2 claims in a 12 month period - When we have settled the second claim then this policy will automatically cancel. For example if you make your first claim on the 1st January, you are limited to only one more claim up until 1st January the following year. The policy will cancel on the date on which we settle your second claim.

Breakdown – Cover is provided where the physical damage to the device has been caused by an unforeseen event. If the failure of the device is just as a result of a fault (whether covered by a manufacturer warranty or not) which has developed over time then this is not covered by this policy.

Cosmetic damage - We only cover damage if it stops the normal functioning of your mobile device. If it is just a scratch or dent, and your mobile device still works as expected, then we will not repair or replace it. For example, a scratched screen would not be covered but a cracked screen would be covered.

Contents of your mobile device - We only cover the mobile device, we don't cover the contents. This means that any pictures, software, downloads, apps, music or any other content is not covered by this policy so make sure you back it up regularly.

Unauthorised network charges (calls, data etc.) - You should report the loss or theft of your mobile device to Vodafone as soon as possible to limit unauthorised network charges (calls, data etc.) as this is not covered under this insurance.

Other losses - We don't cover any loss of profit, opportunity, goodwill or similar losses. We just cover the mobile device.

Modifications - If your mobile device has been modified in any way we will only replace the mobile device, we do not cover the modifications that have been made. Modifications are anything that changes the way your mobile device looks or operates from the original specifications. This includes things like adding gems, precious metals or making software changes such as unlocking your mobile device from a network.

Actions you will need to take on the loss or theft of your mobile device

Tell Vodafone as soon as you can – It is important to block your device and SIM card with Vodafone Care as soon as possible to avoid any unauthorised network charges (calls, data etc.). You can do this by calling 1907 from a Vodafone mobile or 1800 22 55 88 from any other phone.

Tell the Gardaí or local police authority about any stolen mobile device as soon as you can and obtain a reference number - We will ask you to provide the reference number before we will pay any claim for theft. If you have difficulty reporting your incident to the Gardaí please contact us and we can provide advice on what to do.

Report any loss or theft to the place you believe your mobile device has been lost or stolen from - Often mobile devices are handed in to the place they were found at. We expect you to report the loss or theft of your mobile device to the place you think it was lost or stolen from or is most likely to be handed back to. We may ask you to provide the details of where your handset was lost or stolen from and actions you have taken to try to recover it.

How to make a claim

Please read the “Actions you will need to take on the loss or theft of your mobile device” section if relevant as we may need information from you in order to settle your claim.

Step One– Call us as soon as possible on 0818 92 77 11

Step Two – We will walk you through the simple claim process and tell you what information you will need to provide for us to assess your claim.

You may be asked to complete a claim form or provide additional information in order to progress your claim. Failure to do so may result in your claim being delayed

Step Three – Pay the excess, this will be added to your Vodafone network bill

Step Four -We will either repair your mobile device or send you a replacement. In the event of your mobile device being lost or stolen we will blacklist the mobile device to prevent it from being used.

What you need to know about the claims process

- If you are claiming for a damaged device and we need to provide you with a replacement, we will not be able to send you the replacement device until we have been able to confirm that any locking mechanism has been removed (e.g. Find My iPhone).
- If we are unable to replace your device with the same make and model, we will contact you to discuss an alternative claim settlement.
- If any lost or stolen devices are recovered after the claim is approved, they shall become the property of the insurer and must be returned to us immediately.
- Damaged mobile devices, parts and materials replaced by us shall become the property of the insurer.
- In some instances we may arrange to deliver your replacement device at the same time as collecting your damaged device. If you return a device or item other than the insured device we will either recover the replacement device, block the replacement handset to prevent it from being used and/or recover the cash value by adding this to your Vodafone network bill. The action taken will be at our sole discretion.

What if your claim is rejected?

If you're not happy with the claim decision, we want to hear from you as soon as possible. Please follow the complaints process.

Fraud

We do not tolerate any aspect of fraudulent activity. We work closely and share data with other insurers, law enforcement agencies, fraud prevention agencies, public bodies and airtime providers to identify fraud and support prosecution where appropriate evidence exists.

If false or inaccurate information is provided and fraud is identified then we may:

- Reject the claim and we may cancel your policy. If an excess has been paid this will be returned.
- Report you to relevant authorities and take legal action, if necessary, to recover any money already paid to you under this insurance policy.
- Pass the details on to your network or our distribution partner providing this service as part of a wider offering.

- Share details of the fraudulent claim with a number of industry wide fraud prevention databases. A list of participants and the name and address of the operators are available on request.
- Pass details to fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. Please contact us at 0818 92 77 11 for details of the relevant fraud prevention agencies.

Price of your insurance

The price of this insurance is based upon the model and type of device you purchased. The monthly premium will be collected by Vodafone on behalf of the insurer Assurant General Insurance Limited and is added to your Vodafone network bill. The amount you pay for this insurance is confirmed on your welcome letter and also by viewing your online bill at Vodafone.ie/mybill

Duration of this Policy

This insurance has a three month minimum term beginning on the day you purchase the insurance. You can cancel this insurance within 14 days of receiving these terms and conditions without paying any extra fees or charges and the first month's premium will be refunded. Please refer to the "Cancelling your insurance" section for more information. After this three month minimum term this insurance policy will continue to run on a monthly basis until one of the following events happens:

- You contact us to cancel the insurance.
- You fail to pay the monthly premium.
- You cease to have a Vodafone airtime contract.
- The insurer cancels the insurance.
- In the event 2 successful claims are made in a continuous 12 month period.

Otherwise the insurer can cancel your insurance by giving you 30 days' written notice to your last known address or an email to the email address you provided.

Choice of law

Irish law applies to this policy and only the Irish Courts will have any jurisdiction in any dispute. It's written in English and all communication with you will be in English.

Brexit continuity clause

The insurer strives to provide you with certainty, convenience and continuity of cover for your insurance needs. With a view to ensuring (insofar as is possible) that this will also be the case in the event of the exit of the United Kingdom from the European Union (Brexit), this clause sets out the insurer's agreement with you as to the options you are satisfied with following Brexit (currently scheduled to take place in March 2019).

If, following Brexit:

1. The insurer will no longer be permitted by Applicable Law and/or Regulation to insure the risks covered by your policy, or to service your policy (for example by paying your claims), the insurer may:
 - a. Put in place replacement cover for you with another reputable insurer within the insurer's group (and you hereby consent to the insurer acting on your behalf in order to do so). The replacement cover will be on identical terms to this policy (unless otherwise agreed by you with the insurer or the replacement insurer). Premium that you have already paid for the current policy term will be split appropriately by the insurer and the replacement insurer and no action is needed from you in that regard. The replacement insurer will provide directly to you, any new contact details you will need for the purpose of claims, complaints or queries regarding the policy. or;
 - b. Terminate/cancel your cover/policy. The insurer will only do so as a last resort and if the option under clause 1a above is not available or if it is no longer commercially feasible/practicable for the insurer to continue to provide your cover. The insurer will use all reasonable effort to ensure that the replacement cover referred to in clause 1a above is put in place, before considering termination/cancellation of cover. The insurer would, of course, provide you with advance notice if this was to happen and it would also be open to you to cancel your insurance (in advance of the end date for cover) in the usual manner permitted by your policy if this is what suits you best, in that eventuality.
2. The insurer will be permitted by Applicable Law and/or Regulation to continue with your cover/policy, but it is reasonably necessary to make adjustments to your cover/policy in order to do so, the insurer may unilaterally amend the conditions that apply to your policy. For example, changes that may be needed to the manner in which your claims monies are paid to you or the way in which the insurer or its agents contact you or service your policy. The insurer will only make unilateral changes if Applicable Law and Regulation will make this reasonably necessary or desirable. Where such changes are to occur, the insurer (either directly or through its agents) will let you know in advance and you may of course cancel your insurance in the usual manner permitted by your policy if you wish.

Whether this clause is triggered or not, any claims outstanding on your policy will be dealt with as provided for under your policy (subject as always to Applicable Law and Regulation).

If we need to change the terms of the policy

In the event that the insurer needs to change the terms, we will give you 30 days' notice in writing to your last known address, or email to the email address you provided. This will only be for valid reasons such as to respond proportionately to changes in the law or decisions of the Financial Services Ombudsman, to meet regulatory requirements, industry guidance or codes of practice, to proportionately reflect other legitimate cost increases or reductions associated with providing the cover.

Stamp Duty

Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions entered into with them under section 5 of the Stamp Duties Consolidation Act 1999.

Statement as to Monies Payable

All payments which become due or payable shall be payable in Ireland

Vodafone Stay Mobile Extra Insurance (pre 01 March 2016)

Vodafone Stay Mobile Extra Insurance Terms & Conditions for customers pre 01/03/2016

Benefits

ACE European Group Limited ('The Company') will at its discretion and in return for your continued payment of the monthly Premium, reimburse You for the cost of repair or replacement of your Insured Equipment to an equivalent specification, which may be by way of a refurbished mobile where your mobile has been damaged, lost or stolen during the Period of Insurance subject to the following definitions, exclusions and conditions.

Definitions

- **the Company** - means ACE European Group Limited, Ireland Branch ("ACE"), of 5 George's Dock, International Financial Services Centre, Dublin 1
- **the Premium** - means the amount payable by You for this insurance.
- **You or "Your"** - and words derived there from means a Vodafone Ireland Limited ("Vodafone") subscriber (or a nominated user of the subscriber who has been notified to Vodafone) whose application for insurance is accepted by the Company and who pays and continues to pay the Premium.

- **the Insured Equipment** - means Your mobile phone handset or data device as listed as insured by You in Vodafone's records (and a standard home charger, battery and SIM card therefore.) An upgraded mobile phone handset or data device obtained through Vodafone's upgrade programme will automatically become the Insured Equipment (in place of Your prior handset or data device) unless You advise the Company to the contrary.
- **Public place** - means libraries parks, restaurants, shops public houses nightclubs and similar places open to the public including taxis, public transport, private clubs, sports clubs and gyms
- **Period of Insurance** - means the period between the Company's acceptance of Your application for insurance and the termination of the insurance. Period of insurance refers to one calendar month with a minimum initial duration of three months and your policy will automatically renew on a monthly basis for up to fifty-nine (59) months provided you pay the required premium or unless the policy is cancelled within the terms of Clause 9 Cancellation below.
- **Accidental Damage or Damage** - means accidental physical breakage, destruction or failure of your covered product(s) due to an unforeseen event which causes physical damage to the covered product(s) and that prevents it from operating correctly.
- **Loss or Lost** - means where the Insured Equipment has been accidentally left by you in a location and you are permanently deprived of its use.
- **Theft or Stolen** - means the taking of Your Insured Equipment by persons known or unknown with the intention of unlawfully and permanently depriving You of possession of Your Insured Equipment.
- **Unattended** - means when you do not have full view of your property or where you are not in a position to prevent the unauthorised taking of the Insured Equipment, unless it is left in a locked room or a locked safety deposit facility.

Exclusions

This insurance does not cover the following:

- Loss, Theft or Damage caused by Your wilful misconduct.
- Mechanical or electrical breakdown or derangement unless caused by accidental external means
- Loss, Damage or Theft of the Insured Equipment where the Loss, Damage or Theft occurred within the first 30 days of the Period of Insurance unless the Period of Insurance started when purchasing the mobile phone handset.
- Damage covered by the manufacturers' warranty and damage caused by inherent manufacturing or design faults.

- Damage to, or malfunction of, the Insured Equipment caused by, or attributed to, the operation of a software virus or any other software based malfunction.
- Theft of the Insured Equipment whilst left in an unattended motor vehicle unless the vehicle is locked, all protections are in operation and the Theft is from a locked boot or closed compartment.
- Theft of the Insured Equipment whilst left unattended by You in any property, place or premises unless there is evidence of forcible and violent entry/exit.
- Loss where the Insured Equipment is left unattended or left behind by the Insured Customer at any property, Public place or premises to which the public has access;
- Loss, Theft or Damage if at the time of the Loss, Theft or Damage the Insured Equipment is not in Your possession or is not being used by You.
- Damage resulting from ordinary wear and tear.
- Damage or Loss caused by leaving the Insured Equipment on the roof, bonnet, boot or any exterior part of a motorised vehicle.
- Consequential loss of any kind.
- For loss of use or reconnection costs or subscription fees of any kind, any expense incurred as a result of not being able to use the mobile, any unauthorised call use from your mobile phone or any loss other than the repair or replacement costs of the mobile.
- Loss or Damage resulting or arising directly or indirectly from:
 1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 2. the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Loss or Damage from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Any consequence of war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, civil commotion, rebellion, revolution, insurrection, military or usurped power, delay, confiscation, or detention by Customs or other Officials or Authorities.
- Insured Equipment for which a claim has previously been made except for Insured Equipment which has previously been repaired under the provisions of clause 3 of Conditions.
- Claims for Theft or Loss without a Garda PULSE Number or local police authority crime reference number or certificate which can substantiate the Theft or Loss.

Conditions

1. **Precautions** - You shall take all reasonable precautions to ensure the safety of the Insured Equipment. No claim shall be agreed where there has been a failure in this regard.
2. **Claims** - In the event of any Loss, Theft or Damage to the Insured Equipment You must:
 1. notify Vodafone immediately so that the phone or data device may be barred or disconnected.
 2. within 7 days of the Loss, Theft or Damage, notify the administrator together with any further details required to substantiate the claim. You can notify Vodafone Claims online at www.staymobile.ie, by phone at 0818 92 77 11, by fax to 01 696 1027 or by post to Vodafone Claims, P O Box 10329 Dublin 2.
 3. in the event of Theft or Loss, You must notify the Garda Siochana or local police authority within 48 hours and take all steps to recover the Insured Equipment and co-operate with the investigations and enquiries of the Gardai Siochana or local police authority.
 4. You may make no more than 2 claims on this or any previous Vodafone Stay Mobile Essential, Vodafone Stay Mobile, Vodafone Stay Mobile Plus or Vodafone Stay Mobile Extra insurance policy for the same mobile telephone number over a continuous 12 month period.
3. The Company will use its best endeavours to process all claims quickly however, neither the Company nor Vodafone shall be liable for any delays incurred in the processing of claims, or the delivery, replacement or repair of Insured Equipment.

Conditions precedent to liability for the Company to pay a claim under this policy: That when any event occurs which gives rise to a claim under this policy the Insured Equipment must be repaired or replaced by the Company or an authorised repairer nominated by the Company. If you don't do this, any liability of the Company that would have arisen as a result of such Loss shall be forfeited; Your mobile is equipped with your Vodafone authorised SIM and is connected to the Vodafone network at the time of the incident or event giving rise to such claim. To pay a claim under this policy, the Premium payable by you has been paid by You up to the incident date of the claim.

4. **The Basis for Settlement of Claims** – If the Insured Equipment has been damaged, and can in the opinion of the Company, be economically repaired, the Company will be responsible for repair and delivery costs only. If the Insured Equipment has been lost, stolen or damaged (but cannot be economically repaired), the Company will, insofar as is possible, provide a like-for-like replacement. However, should a such replacement not be available, You will be provided with similar equipment which may be by way of a refurbished unit based on the capabilities of the Insured Equipment and the Company reserves the right to specify the replacement equipment. In the event that such Insured Equipment is unavailable and should You wish to select replacement Insured Equipment that is deemed to be an upgrade in specification and value, We reserve the right to charge You the value of any betterment before settling Your Claim. This betterment value will be the net financial

improvement in Your position as a result of Us providing You with replacement Insured Equipment with a greater value than the available models of similar specification and value that were initially offered to You. You must have the damaged Insured Equipment available for collection at the time that a replacement unit is being delivered. Failure to do so will result in the replacement unit not being given to You. You will also incur delivery costs if You are not at the delivery address as arranged.

5. **Limits** - This policy is subject to the following limits:

- You may make no more than two claims in any 12-month period.
- There shall be an excess charge payable by You for all successful claims. The amount of the excess charge depends on the cost of the replacement or repair of the Insured Equipment in respect of which a claim is made.
- Where the cost to the Company of the replacement of the Insured Equipment (available on request from the Company) including fulfilment and delivery costs is less than €1,000 at the time of the claim, then the excess charge shall be €65.00 for the first successful claim and €125.00 for any subsequent successful claim made within 12 months.
- Where the cost to the Company of the replacement of the Insured Equipment, including fulfilment and delivery costs is €1,000 or more at the time of the claim, then the excess charge payable for each and every successful claim will be €150.00.
- Where the Insured Equipment is repaired the excess charge shall be €65.00.

6. **Barring phones** - The Company reserves the right to permanently bar any or all mobile phone handsets or data devices that have been lost, stolen or damaged (but cannot be economically repaired) in respect of which a claim has been approved.

7. **Salvage** - The Company will be entitled to take and keep possession of damaged or recovered Insured Equipment and to deal with the salvage in a reasonable manner.

8. **Subrogation** - The Company may at its own expense take such proceedings as it thinks fit in Your name in relation to the Insured Equipment and in such circumstances You shall give such assistance to the Company as the Company shall reasonably require.

9. **Fraud** -

1. If you (or anyone acting for you) make a claim under this policy knowing the claim to be false or fraudulently exaggerated in any respect or make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect or make a claim in respect of any Theft, Loss or Damage caused by your wilful act or with the intent to defraud the insurer, Then your claim will be declined and your policy will be cancelled without notice with no refund of premium;
2. The Insurer may be entitled to recover from you the cost of any claim already paid under this policy (if necessary the cost may be recovered through the instigation of

court proceedings). We may also be entitled to recover from you the cost of any investigation into a fraudulent claim under this policy (if necessary the cost may be recovered through the instigation of court proceedings) and;

3. The Insurer may inform the Garda Síochána, Government or regulatory bodies of the circumstances. Details of fraudulent claims will be put on a register of claims through which insurers share information to prevent fraudulent claims. A list of participants names and addresses are available on request.

10. Cancellation - You or the insurer may cancel this policy by giving 30 days' notice to each other. You need to contact Vodafone on 1907 from a Vodafone mobile or 1800 22 55 88 from any other phone or write to the administrator at Vodafone Claims Management, P O Box 10329 Dublin 2. We won't refund the premium for the period the policy was valid prior to such a cancellation. You also have a right to cancel this policy, which extends for 14 days from the later of:

1. The day you are informed that the policy has commenced and;
2. The day on which you receive the full terms and conditions of the policy. On receipt of the notice you will receive a refund of any premiums already paid unless the insurer has already been notified of a claim.

11. Changes to the insurance - The Company, by giving You 30 days notice in writing during the Period of Insurance, may alter the Premium and/or the Terms and Conditions of this insurance with effect from the end of the notice period. On receipt of such notice, You may, at any time within the 30 day notice period, by notice in writing to the Company, cancel the insurance with immediate effect. If You change Your Insured Equipment and, as a consequence a different Premium becomes payable in respect of the Insured Equipment, the new Premium will be charged from the date of the change. If you do not want to pay the new Premium You may, at the time of the change, by notice in writing to the Company, cancel the insurance with immediate effect.

12. Transfer of insurance - The Company reserves the right to transfer its obligations under this insurance to any other reputable insurance company which the Company may determine.

13. Complaints - The Company is dedicated to providing a high-quality service and wants to maintain this at all times. If you are not satisfied with this service, please call immediately Vodafone Claims Management on 0818 92 77 11 or write to them at: Vodafone Claims Management, PO Box 10329, Dublin 2. The Administrator will try to resolve your concerns within 24 hours. If this is not possible, they will acknowledge your complaint within 5 working days of receipt and provide a response within 4 weeks. If you are still not satisfied, contact ACE. ACE can be reached by calling 01-4401700, by fax on 01-440 1701 or in writing at: The Complaints Manager, Vodafone Stay Mobile Handset Insurance, ACE European Group Limited, 5 George's Dock, International Financial Services Centre, Dublin 1. The existence of these complaints procedures does not reduce your statutory rights in relation to this Policy. If you are not satisfied with ACE's final response, you can ask the Financial Services Ombudsman to review your case. The FSO can be contacted by calling 01-662

0899, by fax on 01-662 0890 or in writing at: Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The FSO website is <https://www.fspo.ie/>.

14. **Law** - Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. You and ACE agree that:

1. this Policy will be governed and interpreted in accordance with the Law of Ireland and only the Irish Courts will have jurisdiction in any dispute; and
2. communication of and in connection with this Policy shall be in the English language

15. **Data Protection** - ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to them. The information you provided when you took out your Policy, together with other information you provide at any later date, will be used by ACE and its group companies to help them meet your needs, including: supplying you with products and services you have requested, initially or at any later date; supplying you with information about additional products and services; and improving their products, their services, and the operations of their website. ACE may disclose your information to their service providers and agents for these purposes, as well as any agents you have appointed to act on your behalf. It may also be used for the purpose of fraud prevention, including passing details to other insurers and regulatory bodies. ACE may share information with a third-party claims administrator to process and administer your claim. Where you have provided information about another person in connection with the purchase and performance of this Policy, you confirm that they have appointed you to act for them, that they have consented to the processing of their personal data, including sensitive personal data, and that they have consented to the transfer of their information abroad. You also agree to receive on their behalf any data protection notices from ACE. ACE may, if you have given them permission, contact you by post, telephone or email to let you know about goods, services or promotions that may be of interest to you and/or to share your information with organisations that are ACE's business partners. You have the right to withdraw your consent at any time and have your details removed from future marketing programmes. It will help ACE if you provide your full name, postal address, and insurance Policy. Please allow 40 days if you wish to have your name removed from marketing programmes for your request to become effective. To do this, please phone 1800 24 24 67 or +353 (0)1 440 1766, or write to: The Customer Service Manager, ACE European Group Limited, 5 George's Dock, International Financial Services Centre, Dublin 1. ACE may monitor and/or record your communication with them, either themselves or using reputable organisations selected by ACE, to ensure consistent servicing levels and account operation. It may be necessary for you to provide additional information including sensitive personal data in order for ACE to assess and pay any claims. ACE may only obtain this information, or ask third parties to obtain this information, with your express prior consent. By submitting a claim you are expressly consenting to ACE obtaining and using such information to enable ACE to assess and pay such claim. ACE will not disclose any claim details to any other third party without written permission from the policyholder and/or claimant. ACE will keep information about you only for so long as is appropriate. If you ask, ACE will, in accordance

with your subject access rights, tell you what information it holds about you and provide it to you in accordance with applicable law. Any information which is found to be incorrect will be corrected promptly.

16. **General** - All monies which become payable by the Company under this insurance shall, in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland. Stamp Duty has been or will be paid in accordance with current legislation. This insurance is underwritten by ACE European Group Ltd, Ireland Branch, whose main business is general insurance. ACE is authorised by the Financial Services Authority in the UK and is regulated by the Central Bank of Ireland for conduct of business rules. Registered Branch Office in Ireland is 5 Georges Dock, IFSC, Dublin 1. Registered No. 904967. ACE European Group Limited is registered in England, No 1112892, 100 Leadenhall St, London, EC3A 3BP; FSA registration FRN202803. It has appointed Vodafone as administration agents, and both may use the resources of and assign obligations to other companies. ACE is a member of the Irish Insurance Federation. The Federation, representing the insurance industry and working closely with the Central Bank of Ireland, in seeking to promote a fair and open, consumer-driven market, has agreed a minimum set of standards for member companies' dealings with their customers resident in the Republic of Ireland. Your policy is administered by Occipital Limited (trading as Interaction). Eugene O'Brien Authorised Official For ACE European Group Limited V5102C00829 02/13

Vodafone Stay Mobile Standard Insurance (from 14 November 2018)

This is your mobile device insurance policy for loss, theft & accidental damage. In this document you will find everything you need to know about your cover. Please read this carefully to make sure this policy is right for you and if you have any questions call us on 0818 92 77 11. This policy constitutes an agreement between you and the insurer, Assurant General Insurance Limited. The insurer has appointed Outsource Services Group Limited to administer the policy. References to 'we/us/our' relates to Assurant General Insurance Limited, Outsource Services Group Limited and Vodafone. No advice has been given about this insurance product.

Who is this cover designed for?

This policy is designed for people who have a mobile device provided by Vodafone that is not already covered under another insurance policy and you want to cover the cost of repairing or replacing your mobile device against loss, theft and accidental damage. Successful claims are subject to an excess payment by you and you should take this into consideration when deciding if this policy is suitable for you.

You must be at least 18 years of age at the time you purchased this insurance and have a Vodafone airtime contract (i.e. a mobile voice/ data monthly subscription) in place throughout the duration of this policy.

Having insurance does not mean that you can take risks with your mobile device which you would not take if your mobile device was not insured as doing so may result in your claim being declined. Further details can be found in the section 'What you are NOT covered for'.

What you are covered for

Insurance cover worldwide for the mobile device purchased from Vodafone and registered with us which must be owned by you in the event of:

- **Loss**
- **Theft**
- **Accidental damage**

If your mobile device is accidentally damaged we will either repair or replace it. Accidental damage is where an unforeseen event has caused the physical damage to your device which prevents it from working correctly

If your mobile device is lost or stolen we will replace it.

Worldwide cover is for single trips outside of Ireland up to a maximum of 30 days

Replacements

1. Where we replace the mobile device the replacement may be a remanufactured (not brand new) device.
2. We will attempt to replace your device with one of the same colour but we can't guarantee to do this or replace any limited or special edition mobile devices.
3. If we cannot replace your device with one of the same make, model and specification we will contact you to discuss alternative mobile devices of similar specification.

If you are unable to provide the damaged mobile device to support your claim for a damage incident, then this will be classified as a lost mobile device claim.

Where we send you a replacement or repaired item, this will only be sent to an Irish address.

What you are NOT covered for

Excess - You need to pay a contribution every time you make a successful claim, this is the excess. The amount of the excess charge will be €65.00 for the first successful claim and €75.00 for any subsequent successful claim made within 12 months of the first claim.

Not taking care of your mobile device - Taking care of your mobile device means:

- Not knowingly leaving your mobile device somewhere it is likely to be lost, stolen. Just think would you leave your wallet or purse there?
- If you need to leave your mobile device somewhere then we expect you to lock it away out of sight if at all possible. If you cannot lock it away then you must leave it with someone you trust or concealed out of sight in a safe place.
- Making reasonable enquiries to find your device if you think you have lost it.

If you knowingly leave your mobile device where others can see it but you cannot and your mobile device is then lost or stolen we may not pay your claim. Some examples of previous declined claims include:

- in a cafe or pub you leave your mobile device on the table when you go to the bar to pick up your drink instead of taking it with you.
- leaving your mobile device on display in your car or leaving your mobile device in the care of someone you don't know well.
- if you are at the gym and you leave your mobile device on a bench in the changing rooms rather than taking it with you or storing it in a locker.
- intentionally damaging your device.

All of these examples increase the risk of it being lost, stolen or damaged and may result in your claim being declined. The examples are to help you understand what's covered, and are not the only reasons a claim could be rejected.

Other losses - We don't cover any loss of profit, opportunity, goodwill or similar losses. We just cover the mobile device.

What you are NOT covered for (continued)

More than 2 claims in a 12 month period - When we have settled the second claim then this policy will automatically cancel. For example if you make your first claim on the 1st January, you are limited to only one more claim up until 1st January the following year. The policy will cancel on the date on which we settle your second claim.

Breakdown – Cover is provided where the physical damage to the device has been caused by an unforeseen event. If the failure of the device is just as a result of a fault (whether covered by a manufacturer warranty or not) which has developed over time then this is not covered by this policy.

Cosmetic damage - We only cover damage if it stops the normal functioning of your mobile device. If it is just a scratch or dent, and your mobile device still works as expected, then we will not repair or replace it. For example, a scratched screen would not be covered but a cracked screen would be covered.

Contents of your mobile device - We only cover the mobile device, we don't cover the contents. This means that any pictures, software, downloads, apps, music or any other content is not covered by this policy so make sure you back it up regularly.

Unauthorised network charges (calls, data etc.) - You should report the loss or theft of your mobile device to Vodafone as soon as possible to limit unauthorised network charges (calls, data etc.) as this is not covered under this insurance.

Modifications - If your mobile device has been modified in any way we will only replace the mobile device, we do not cover the modifications that have been made. Modifications are anything that changes the way your mobile device looks or operates from the original specifications. This includes things like adding gems, precious metals or making software changes such as unlocking your mobile device from a network.

Actions you will need to take on the loss or theft of your mobile device

Tell Vodafone as soon as you can – It is important to block your device and SIM card with Vodafone Care as soon as possible to avoid any unauthorised network charges (calls, data etc.). You can do this by calling 1907 from a Vodafone mobile or 1800 22 55 88 from any other phone.

Tell the Gardaí or local police authority about any stolen mobile device as soon as you can and obtain a reference number - We will ask you to provide the reference number before we will pay any claim for theft. If you have difficulty reporting your incident to the Gardaí please contact us and we can provide advice on what to do.

Report any loss or theft to the place you believe your mobile device has been lost or stolen from - Often mobile devices are handed in to the place they were found at. We expect you to report the loss or theft of your mobile device to the place you think it was lost or stolen from or is most likely to be handed back to. We may ask you to provide the details of where your handset was lost or stolen from and actions you have taken to try to recover it.

How to make a claim

Please read the “Actions you will need to take on the loss or theft of your mobile device” section if relevant as we may need information from you in order to settle your claim.

Step One– Call us as soon as possible on 0818 92 77 11

Step Two – We will walk you through the simple claim process and tell you what information you will need to provide for us to assess your claim.

You may be asked to complete a claim form or provide additional information in order to progress your claim. Failure to do so may result in your claim being delayed

Step Three – Pay the excess, this will be added to your Vodafone network bill

Step Four -We will either repair your mobile device or send you a replacement. In the event of your mobile device being lost or stolen we will blacklist the mobile device to prevent it from being used.

What you need to know about the claims process

- If you are claiming for a damaged device and we need to provide you with a replacement, we will not be able to send you the replacement device until we have been able to confirm that any locking mechanism has been removed (e.g. Find My iPhone).
- If we are unable to replace your device with the same make and model, we will contact you to discuss an alternative claim settlement.
- If any lost or stolen devices are recovered after the claim is approved, they shall become the property of the insurer and must be returned to us immediately.
- Damaged mobile devices, parts and materials replaced by us shall become the property of the insurer.
- In some instances we may arrange to deliver your replacement device at the same time as collecting your damaged device. If you return a device or item other than the insured device we will either recover the replacement device, block the replacement handset to prevent it from being used and/or recover the cash value by adding this to your Vodafone network bill. The action taken will be at our sole discretion.

What if your claim is rejected?

If you're not happy with the claim decision, we want to hear from you as soon as possible. Please follow the complaints process.

Fraud

We do not tolerate any aspect of fraudulent activity. We work closely and share data with other insurers, law enforcement agencies, fraud prevention agencies, public bodies and airtime providers to identify fraud and support prosecution where appropriate evidence exists.

If false or inaccurate information is provided and fraud is identified then we may:

- Reject the claim and we may cancel your policy. If an excess has been paid this will be returned.
- Report you to relevant authorities and take legal action, if necessary, to recover any money already paid to you under this insurance policy.
- Pass the details on to your network or our distribution partner providing this service as part of a wider offering.
- Share details of the fraudulent claim with a number of industry wide fraud prevention databases. A list of participants and the name and address of the operators are available on request.
- Pass details to fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. Please contact us at 0818 92 77 11 for details of the relevant fraud prevention agencies.

Price of your insurance

The price of this insurance is based upon the model and type of device you purchased. The monthly premium will be collected by Vodafone on behalf of the insurer Assurant General Insurance Limited and is added to your Vodafone network bill. The amount you pay for this insurance is confirmed on your welcome letter and also by viewing your online bill at [Vodafone.ie/mybill](https://www.vodafone.ie/mybill)

Duration of this Policy

This insurance has a three month minimum term beginning on the day you purchase the insurance. You can cancel this insurance within 14 days of receiving these terms and conditions without paying any extra fees or charges and the first month's premium will be refunded. Please refer to the "Cancelling your insurance" section for more information. After this three month minimum term this insurance policy will continue to run on a monthly basis until one of the following events happens:

- You contact us to cancel the insurance.
- You fail to pay the monthly premium.
- You cease to have a Vodafone airtime contract.
- The insurer cancels the insurance.
- In the event 2 successful claims are made in a continuous 12 month period.

Otherwise the insurer can cancel your insurance by giving you 30 days' written notice to your last known address or an email to the email address you provided.

Choice of law

Irish law applies to this policy and only the Irish Courts will have any jurisdiction in any dispute. It's written in English and all communication with you will be in English.

Brexit continuity clause

The insurer strives to provide you with certainty, convenience and continuity of cover for your insurance needs. With a view to ensuring (insofar as is possible) that this will also be the case in the event of the exit of the United Kingdom from the European Union (Brexit), this clause sets out the insurer's agreement with you as to the options you are satisfied with following Brexit (currently scheduled to take place in March 2019).

If, following Brexit:

1. The insurer will no longer be permitted by Applicable Law and/or Regulation to insure the risks covered by your policy, or to service your policy (for example by paying your claims), the insurer may:
 - a. Put in place replacement cover for you with another reputable insurer within the insurer's group (and you hereby consent to the insurer acting on your behalf in order to do so). The replacement cover will be on identical terms to this policy (unless otherwise agreed by you with the insurer or the replacement insurer). Premium that you have already paid for the current policy term will be split appropriately by the insurer and the replacement insurer and no action is needed from you in that regard. The replacement insurer will provide directly to you, any new contact details you will need for the purpose of claims, complaints or queries regarding the policy. or;
 - b. Terminate/cancel your cover/policy. The insurer will only do so as a last resort and if the option under clause 1a above is not available or if it is no longer commercially feasible/practicable for the insurer to continue to provide your cover. The insurer will use all reasonable effort to ensure that the replacement cover referred to in clause 1a above is put in place, before considering termination/cancellation of cover. The insurer would, of course, provide you with advance notice if this was to happen and it would also be open to you to cancel your insurance (in advance of the end date for cover) in the usual manner permitted by your policy if this is what suits you best, in that eventuality.
2. The insurer will be permitted by Applicable Law and/or Regulation to continue with your cover/policy, but it is reasonably necessary to make adjustments to your cover/policy in order to do so, the insurer may unilaterally amend the conditions that apply to your policy. For example, changes that may be needed to the manner in which your claims monies are paid to you or the way in which the insurer or its agents contact you or service your policy. The insurer will only make

unilateral changes if Applicable Law and Regulation will make this reasonably necessary or desirable. Where such changes are to occur, the insurer (either directly or through its agents) will let you know in advance and you may of course cancel your insurance in the usual manner permitted by your policy if you wish.

Whether this clause is triggered or not, any claims outstanding on your policy will be dealt with as provided for under your policy (subject as always to Applicable Law and Regulation).

If we need to change the terms of the policy

In the event that the insurer needs to change the terms, we will give you 30 days' notice in writing to your last known address, or email to the email address you provided. This will only be for valid reasons such as to respond proportionately to changes in the law or decisions of the Financial Services Ombudsman, to meet regulatory requirements, industry guidance or codes of practice, to proportionately reflect other legitimate cost increases or reductions associated with providing the cover.

Stamp Duty

Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions entered into with them under section 5 of the Stamp Duties Consolidation Act 1999.

Statement as to Monies Payable

All payments which become due or payable shall be payable in Ireland.

Vodafone Stay Mobile Standard Insurance (from 12 February 2018)

Benefits

Chubb European Group Limited ('the Company') will at its discretion and in return for Your continued payment of the monthly Premium, provide you with the repair or replacement of Your Insured Equipment to an equivalent specification, which may be by way of a Refurbished Unit, where Your mobile has been Damaged, Lost or Stolen during the Period of Insurance and subject to the following definitions, exclusions and conditions.

How to make a claim

1. In the event of any claim for Accidental Loss or Theft to the Insured Equipment You must notify Vodafone immediately. Your SIM card and phone or data device will be barred or disconnected.

2.If Your Equipment is Accidentally Lost, Stolen or Maliciously Damaged, You must notify An Garda Síochána or local police authority and obtain a loss or crime number within 72 hours of discovery, (other than where extenuating circumstances prevent you from doing so). You must take all steps to recover the Insured Equipment and co-operate with the investigations and enquiries of An Garda Síochána or local police authority.

3.If Your Equipment is Accidentally Lost or Stolen, You must notify Vodafone Claims within 7 days of discovery (other than where extenuating circumstances prevent you from doing so), together with any further details required to substantiate the claim.

4.If Your Equipment is Damaged, You must notify Vodafone Claims within 14 days of discovery, (other than where extenuating circumstances prevent you from doing so); together with any further details required to substantiate the claim.

5.Please ensure that You have removed any locking mechanism (e.g. Find my iPhone) from Your Damaged Equipment before You send it to us. If this isn't removed, this may affect the processing of Your claim and the handset may be returned to You for the block to be removed before the claim can be assessed.

6.You may be asked to complete a claim form or provide additional information in order to progress Your claim. Failure to do so will result in Your claim not being assessed.

You can notify Vodafone Claims online at www.staymobile.ie, by phone at 0818 92 77 11, or by post to Vodafone Claims, Merrion Hall, Strand Road, Dublin 4, Ireland.

Definitions

1. **“the Company”** means Chubb European Group Limited, Ireland Branch (“Chubb”), of 5 George’s Dock, International Financial Services Centre, Dublin 1.

2. **“the Premium”** means the amount payable by You for this insurance.

3. **“You”** or **“Your”** and words derived there from means a Vodafone Ireland Limited ("Vodafone") subscriber (or a nominated user of the subscriber who has been notified to Vodafone) whose application for insurance is accepted by the Company and who pays and continues to pay the Premium.

4. **“the Insured Equipment”** means Your mobile phone handset or data device purchased from Vodafone and as listed as insured by You in Vodafone’s records (and a standard home charger, battery and SIM card therefore). An upgraded mobile phone handset or data device obtained through Vodafone’s upgrade programme will automatically become the Insured Equipment (in place of Your prior handset or data device) unless You advise the Company to the contrary.

5. **“Period of Insurance”** means the period between the Company’s acceptance of Your application for insurance and the termination of the insurance. Period of insurance refers to one calendar month with a minimum initial duration of three months and your policy will automatically renew on a monthly basis for up to fifty-nine (59) months provided You pay the required premium or unless the policy is cancelled within the terms of Clause 12 Cancellation below.

6. **“Accidental Damage”** means accidental physical breakage, destruction or failure of your covered product(s) due to an unforeseen event which causes physical damage to the covered product(s) and that prevents it from operating correctly.

7. **“Accidental Loss or Accidentally Lost”** means:

(i) You have accidentally or unintentionally left Your Equipment in any location and it has then disappeared; or

(ii) Your Equipment is in a known location, but You are not reasonably able to retrieve it; or

(iii) Your Equipment has disappeared and You are not sure how.

8. **“Theft or Stolen”** means the taking of Your Insured Equipment by persons known or unknown with the intention of unlawfully and permanently depriving You of possession of Your Insured Equipment.

9. **“Malicious Damage”** means where damage is deliberately caused to Your Equipment by someone other than You.

10. **“Damage/Damaged”** means Accidental Damage and Malicious Damage

11. **“Refurbished Unit”** means a pre-used unit that has been passed through a stringent refurbishment process and is equivalent to a new unit in terms of performance and reliability:

(i) They are fully tested to factory standards

(ii) They are refurbished with genuine cosmetic parts by a manufacturer approved repairer

(iii) They are put through a thorough cleaning process and inspection.

(iv) They are repackaged.

Exclusions

This insurance does not cover the following:

1.General

- An excess charge payable by You for every successful claim. The amount of the excess charge will be €65.00 for the first successful claim and €75.00 for any subsequent successful claim made within 12 months.

- Accidental Loss, Theft or Damage if at the time of the Accidental Loss, Theft or Damage the Insured Equipment is not in Your possession or is not being used by You.

- Claims for Theft or Accidental Loss without a Garda PULSE Number or local police authority crime reference number or certificate which can substantiate the Theft or Loss.

- Accidental Loss, Theft or Damage caused by Your wilful misconduct.

- Your Insured Equipment for which a claim has previously been made outside of the provisions set out in clause 3 of conditions; or unless proof can be provided of a manufacturer authorised repair to the previously reported damage.

- Consequential loss of any kind i.e. Loss of use or reconnection costs or subscription fees of any kind, any expense incurred as a result of not being able to use the mobile, any unauthorised call use from your Insured Equipment or any loss other than the repair or replacement costs of the Insured Equipment.

- Accidental Loss, Theft or Damage resulting or arising directly or indirectly from:

- a)ionising 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 nuclear component thereof.

- b)any consequence of war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, civil commotion, rebellion, revolution, insurrection, military or usurped power, delay, confiscation, or detention by Customs or other Officials or Authorities.

- c)pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

- d)Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion, 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 or to put the public or any section of the public in fear.

2.Theft

- Theft of the Insured Equipment whilst left in an unattended motor vehicle unless the vehicle is locked, all protections are in operation and the Theft is from a locked boot or closed compartment.

- Theft of the Insured Equipment where the Insured Equipment is deliberately left away from Your person, unless reasonable precautions were taken to protect Your Insured Equipment.

- Theft from any property not accompanied by evidence of forced entry or exit.

3.Damage

- Mechanical or electrical breakdown or derangement unless caused by accidental external means.

- Damage covered by the manufacturers' warranty and damage caused by inherent manufacturing or design faults.

- Damage to, or malfunction of, the Insured Equipment caused by, or attributed to, the operation of a software virus or any other software based malfunction.

- Damage resulting from wear and tear.

4.Loss

- Loss where the Insured Equipment is deliberately left away from Your person, unless reasonable precautions were taken to protect Your Insured Equipment.

Conditions

1. You shall take all reasonable precautions to ensure the safety of the Insured Equipment. No claim shall be agreed where there has been a failure in this regard.
2. Chubb will cancel Your policy in the event that two successful claims are made in any continuous 12 month period.

Conditions precedent to liability for the Company to pay a claim under this policy:

3. That when any event occurs which gives rise to a claim under this policy the Insured Equipment must be repaired or replaced by the Company or an

authorised repairer nominated by the Company. If You don't do this, any liability of the Company that would have arisen as a result of such Loss shall be forfeited;

4. Your Insured Equipment is equipped with Your Vodafone authorised SIM and is connected to the Vodafone network at the time of the incident or event giving rise to such claim, unless the SIM has been removed from Your Equipment for temporary and legitimate purposes.

5. To pay a claim under this policy, the Premium payable by You has been paid by You up to the incident date of the claim.

5. The Basis for Settlement of Claims –

- If the Insured Equipment which has been damaged, and can in the opinion of the Company, be economically repaired, the Company will be responsible for repair and delivery costs only.
- If the Insured Equipment has been Accidentally Lost, Stolen or Damaged (but cannot be economically repaired), the Company will, insofar as is possible, replace Your Insured Equipment with a product of the same specification, which may be of a different colour. However, should such replacement not be available, You will be provided with a similar product based on the capabilities and specification of Your Insured Equipment. This may be a model from a different manufacturer and may be of a different colour.
- Replacement Equipment provided may be by way of a Refurbished Unit and re-packaged by a repair centre approved by the Company.
- You must have the damaged Insured Equipment available for collection at the time that a replacement product is being delivered. Failure to do so will result in the replacement product not being given to You.
- You will also incur delivery costs if You are not at the delivery address as arranged.

6. Limits – This policy is subject to the following limits:

- (i) Chubb will cancel Your policy in the event that 2 successful claims are made in any continuous 12 month period.

(ii)The policy will only provide Worldwide Coverage for 30 consecutive days per trip.

7.Barring phones – The Company will permanently bar all mobile phone handsets or data devices that have been Accidentally Lost, Stolen or Damaged (but cannot be economically repaired) in respect of which a claim has been approved.

8.Salvage – The Company will be entitled to take and keep possession of damaged or recovered Insured Equipment and to deal with the salvage in a reasonable manner.

9.Subrogation – The Company may at its own expense take such proceedings as it thinks fit in Your name in relation to the Insured Equipment and in such circumstances You shall give such assistance to the Company as the Company shall reasonably require.

10.Fraud –

(i)If You (or anyone acting for You) make a claim under this policy knowing the claim to be false or fraudulently exaggerated in any respect or make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect or make a claim in respect of any Theft, Loss or Damage caused by Your wilful act or with the intent to defraud the Company, Then Your claim will be declined and Your policy will be cancelled without notice with no refund

of premium;

(ii)The Company may be entitled to recover from You the cost of any claim already paid under this policy (if necessary the cost may be recovered through the instigation of court proceedings). We may also be entitled to recover from

You the cost of any investigation into a fraudulent claim under this policy (if necessary the cost may be recovered through the instigation of court proceedings) and;

(iii)The Company may inform the Garda Siochana, Government or regulatory bodies of the circumstances. Details of fraudulent claims will be put on a register of claims through which Company's share information to prevent fraudulent claims. A list of participant names and addresses are available on request.

11.Cancellation – In addition to those cancellation rights described in Condition 2 above, You or the Company may cancel this policy by giving 30 days' notice to each other. You need to contact Vodafone on 1907 from a Vodafone mobile or 1800 22 55 88 from any other phone or write to the administrator at Vodafone Claims, Merrion Hall, Strand Road, Dublin 4.

We won't refund the premium for the period the policy was valid prior to such a cancellation. You also have a right to cancel this policy, which extends for 14 days from the later of:

a)The day You are informed that the policy has commenced and;

b)The day on which You receive the full terms and conditions of the policy.

On receipt of the notice You will receive a refund of any premiums already paid unless the Company has already been notified of a claim.

12.Changes to the insurance – The Company, by giving You 30 days’ notice via a durable medium during the Period of Insurance, may alter the Premium and/or the Terms and Conditions of this insurance with effect from the end of the notice period. On receipt of such notice, You may, at any time within the 30 day notice period, by notice in writing to the Company, cancel the insurance with immediate effect. If You change Your Insured Equipment and, as a consequence a different Premium becomes payable in respect of the Insured Equipment, the new Premium will be charged from the date of the change. If You do not want to pay the new Premium You may, at the time of the change, by notice in writing to the Company, cancel the insurance with immediate effect.

13.Transfer of insurance – The Company reserves the right to transfer its obligations under this insurance to any other reputable insurance company which the Company may determine.

14.Complaints – The Company is dedicated to providing a high quality service and wants to maintain this at all times. If You are not satisfied with this service, please call Vodafone Claims on 0818 92 77 11 or write to them at: Vodafone Claims,

Merrion Hall, Strand Road, Dublin 4, Ireland. The Company will try to resolve Your concerns within 24 hours. If this is not possible, they will acknowledge your complaint

within 5 working days of receipt and provide a response within 20 working days. The existence of these complaints procedures does not reduce Your statutory rights in relation to this Policy. If You are not satisfied with the Company’s final response, You can ask the Financial Services Ombudsman to review Your case. The FSO can be contacted by calling 01-662 0899, by fax on 01-662 0890 or in writing at: Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The FSO website is financialombudsman.ie.

15.Law – Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. You and the Company agree that:

(i) this Policy will be governed and interpreted in accordance with the Law of Ireland and only the Irish Courts will have jurisdiction in any dispute; and

(ii) communication of and in connection with this Policy shall be in the English language.

16.Data Privacy Notice – We use personal information which you supply to us in order to write and administer this Stay Mobile Policy, including any claims arising from it.

This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting.

We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your

policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control.

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our user- friendly Master Privacy Policy, available here: www2.chubb.com/ie-en/footer/privacy-policy.aspx. You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at <mailto:dataprotectionoffice.europe@chubb.com>.

17.General – All monies which become payable by the Company under this insurance shall, in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland. Stamp Duty has been or will be paid in accordance with current legislation. This insurance is underwritten by Chubb European Group Ltd, Ireland Branch, whose main business is general insurance. Chubb European Group Limited trading as Chubb, Chubb Bermuda International and Combined Insurance is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. Registered Branch Office

in Ireland is 5 Georges Dock, IFSC, Dublin 1. Registered No. 904967. Chubb European Group Limited is registered in England and Wales, No 1112892, 100 Leadenhall

St, London, EC3A 3BP; FCA registration FRN202803. It has appointed Vodafone as administration agents, and both may use the resources of and assign obligations to other companies. Your policy is administered by OSG Outsource Services Group

Limited, trading as OSG Vericclaim. Chubb is a member of the Insurance Ireland which represents the insurance industry and is working closely with the Central Bank of Ireland, in seeking to promote a fair and open, consumer-driven market, has agreed a minimum set of standards for member companies' dealings with their customers resident in the Republic of Ireland.

Vodafone Stay Mobile Standard Insurance Terms & Conditions (Effective 1st March 2013)

Definitions

- **the Company** - means ACE European Group Limited, Ireland Branch("ACE"), of 5 George's Dock, International Financial Services Centre, Dublin 1.
- **the Premium** - means the amount payable by You for this insurance.
- **You or Your** - and words derived there from means a Vodafone Ireland Limited ("Vodafone") subscriber (or a nominated user of the subscriber who has been notified to Vodafone) whose application for insurance is accepted by the Company and who pays and continues to pay the Premium.
- **the Insured Equipment** - means Your mobile phone handset or data device as listed as insured by You in Vodafone's records (and a standard home charger, battery and SIM card therefore.) An upgraded mobile phone handset or data device obtained through Vodafone's upgrade programme will automatically become the Insured Equipment (in place of Your prior handset or data device) unless You advise the Company to the contrary.

- **Public place** - means libraries parks, restaurants, shops public houses nightclubs and similar places open to the public including taxis, public transport, private clubs, sports clubs and gyms.
- **Period of Insurance** - means the period between the Company's acceptance of Your application for insurance and the termination of the insurance. Period of insurance refers to one calendar month with a minimum initial duration of three months and your policy will automatically renew on a monthly basis for up to fifty-nine (59) months provided you pay the required premium or unless the policy is cancelled within the terms of Clause 9 Cancellation below.
- **Accidental Damage or Damage** - means accidental physical breakage, destruction or failure of your covered product(s) due to an unforeseen event which causes physical damage to the covered product(s) and that prevents it from operating correctly.
- **Loss or Lost** - means where the Insured Equipment has been accidentally left by you in a location and you are permanently deprived of its use.
- **Theft or Stolen** - means the taking of Your Insured Equipment by persons known or unknown with the intention of unlawfully and permanently depriving You of possession of Your Insured Equipment.
- **Unattended** - means when you do not have full view of your property or where you are not in a position to prevent the unauthorised taking of the Insured Equipment, unless it is left in a locked room or a locked safety deposit facility.

Benefits

ACE European Group Limited ('The Company') will at its discretion and in return for your continued payment of the monthly Premium, reimburse You for the cost of repair or replacement of your Insured Equipment to an equivalent specification, which may be by way of a refurbished mobile where your mobile has been damaged, lost or stolen during the Period of Insurance subject to the following definitions, exclusions and conditions.

Exclusions

This insurance does not cover the following:

- Loss, Theft or Damage caused by Your wilful misconduct.
- Mechanical or electrical breakdown or derangement unless caused by accidental external means.
- Loss, Damage or Theft of the Insured Equipment where the Loss, Damage or Theft occurred within the first 30 days of the Period of Insurance unless the Period of Insurance started when purchasing the mobile phone handset.
- Damage covered by the manufacturers' warranty and damage caused by inherent manufacturing or design faults.

- Damage to, or malfunction of, the Insured Equipment caused by, or attributed to, the operation of a software virus or any other software based malfunction.
- Theft of the Insured Equipment whilst left in an unattended motor vehicle unless the vehicle is locked, all protections are in operation and the Theft is from a locked boot or closed compartment.
- Theft of the Insured Equipment whilst left unattended by You in any property, place or premises unless there is evidence of forcible and violent entry/exit.
- Loss where the Insured Equipment is left unattended or left behind by the Insured Customer at any property, Public place or premises to which the public has access.
- Loss, Theft or Damage if at the time of the Loss, Theft or Damage the Insured Equipment is not in Your possession or is not being used by You.
- Damage resulting from ordinary wear and tear.
- Damage or Loss caused by leaving the Insured Equipment on the roof, bonnet, boot or any exterior part of a motorised vehicle.
- Consequential loss of any kind.
- For loss of use or reconnection costs or subscription fees of any kind, any expense incurred as a result of not being able to use the mobile, any unauthorised call use from your mobile phone or any loss other than the repair or replacement costs of the mobile.
- Loss or Damage resulting or arising directly or indirectly from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Loss or Damage from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Any consequence of war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, civil commotion, rebellion, revolution, insurrection, military or usurped power, delay, confiscation, or detention by Customs or other Officials or Authorities.
- Insured Equipment for which a claim has previously been made except for Insured Equipment which has previously been repaired under the provisions of clause 3 of Conditions.
- Claims for Theft or Loss without a Garda PULSE Number or local police authority crime reference number or certificate which can substantiate the Theft or Loss.

Conditions

1. **Precautions** - You shall take all reasonable precautions to ensure the safety of the Insured Equipment. No claim shall be agreed where there has been a failure in this regard.
2. **Claims** - In the event of any Loss, Theft or Damage to the Insured Equipment You must:
 - a. notify Vodafone immediately so that the phone or data device may be barred or disconnected.
 - b. within 7 days of the Loss, Theft or Damage, notify the administrator together with any further details required to substantiate the claim. You can notify Vodafone Claims online at www.staymobile.ie, by phone at 0818 92 77 11, by fax to 01 696 1027 or by post to Vodafone Claims, P O Box 10329 Dublin 2.
 - c. in the event of Theft or Loss, You must notify the Garda Siochana or local police authority within 48 hours and take all steps to recover the Insured Equipment and co-operate with the investigations and enquiries of the Gardai Siochana or local police authority.
 - d. You may make no more than 2 claims on this or any previous Vodafone Stay Mobile Essential, Vodafone Stay Mobile or Vodafone Stay Mobile Plus insurance policy for the same mobile telephone number over a continuous 12 month period.
3. The Company will use its best endeavours to process all claims quickly however, neither the Company nor Vodafone shall be liable for any delays incurred in the processing of claims, or the delivery, replacement or repair of Insured Equipment.

Conditions precedent to liability for the Company to pay a claim under this policy:

That when any event occurs which gives rise to a claim under this policy the Insured Equipment must be repaired or replaced by the Company or an authorised repairer nominated by the Company. If you don't do this, any liability of the Company that would have arisen as a result of such Loss shall be forfeited; Your mobile is equipped with your Vodafone authorised SIM and is connected to the Vodafone network at the time of the incident or event giving rise to such claim. To pay a claim under this policy, the Premium payable by you has been paid by You up to the incident date of the claim.

4. **The Basis for Settlement of Claims** – If the Insured Equipment which has been damaged, and can in the opinion of the Company, be economically repaired, the Company will be responsible for repair and delivery costs only.

If the Insured Equipment has been lost, stolen or damaged (but cannot be economically repaired), the Company will, insofar as is possible, provide a like-for-like replacement. However, should such replacement not be available, You will be provided with similar equipment which may be by way of a refurbished unit based on the capabilities of the Insured Equipment and the Company reserves the right to specify the replacement equipment. In the event that such Insured Equipment is unavailable and should You wish to select replacement Insured Equipment that is deemed to be an upgrade in specification and value, We reserve the right to charge You the value of any betterment before settling Your Claim. This betterment value will be the net financial improvement in Your position as a result of Us providing You with replacement Insured Equipment with a greater value than the available models of similar specification and value that were initially offered to You.

You must have the damaged Insured Equipment available for collection at the time that a replacement unit is being delivered. Failure to do so will result in the replacement unit not being given to You. You will also incur delivery costs if You are not at the delivery address as arranged.

5. **Limits** - This policy is subject to the following limits:

- You may make no more than two claims in any 12-month period.
- There shall be an excess charge payable by You for all successful claims. The amount of the excess charge depends on the cost of the replacement or repair of the Insured Equipment in respect of which a claim is made.
- Where the cost to the Company of the replacement of the Insured Equipment (available on request from the Company) including fulfilment and delivery costs is less than €500 at the time of the claim, then the excess charge shall be €35.00 for the first successful claim and €75.00 for any subsequent successful claim made within 12 months.
- Where the cost to the Company of the replacement of the Insured Equipment, including fulfilment and delivery costs is €500 or more at the time of the claim, then the excess charge payable for each and every successful claim will be €125.00.
- Where the Insured Equipment is repaired the excess charge shall be €35.00.

6. **Barring phones** - The Company reserves the right to permanently bar any or all mobile phone handsets or data devices that have been lost, stolen or damaged (but cannot be economically repaired) in respect of which a claim has been approved.

7. **Salvage** - The Company will be entitled to take and keep possession of damaged or recovered Insured Equipment and to deal with the salvage in a reasonable manner.

8. **Subrogation** - The Company may at its own expense take such proceedings as it thinks fit in Your name in relation to the Insured Equipment and in such circumstances You shall give such assistance to the Company as the Company shall reasonably require.

9. **Fraud** -

(i) If you (or anyone acting for you) make a claim under this policy knowing the claim to be false or fraudulently exaggerated in any respect or make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect or make a claim in respect of any Theft, Loss or Damage caused by your wilful act or with the intent to defraud the insurer, Then your claim will be declined and your policy will be cancelled without notice with no refund of premium;

(ii) The Insurer may be entitled to recover from you the cost of any claim already paid under this policy (if necessary the cost may be recovered through the instigation of court proceedings). We may also be entitled to recover from you the cost of any investigation into a fraudulent claim under this policy (if necessary the cost may be recovered through the instigation of court proceedings) and;

(iii) The Insurer may inform the Garda Síochána, Government or regulatory bodies of the

circumstances. Details of fraudulent claims will be put on a register of claims through which insurers share information to prevent fraudulent claims. A list of participants names and addresses are available on request.

10. **Cancellation** - You or the insurer may cancel this policy by giving 30 days' notice to each other. You need to contact Vodafone on 1907 from a Vodafone mobile or 1800 22 55 88 from any other phone or write to the administrator at Vodafone Claims Management, P O Box 10329 Dublin 2. We won't refund the premium for the period the policy was valid prior to such a cancellation. You also have a right to cancel this policy, which extends for 14 days from the later of:

- (a) The day you are informed that the policy has commenced and;
- (b) The day on which you receive the full terms and conditions of the policy.

On receipt of the notice you will receive a refund of any premiums already paid unless the insurer has already been notified of a claim.

11. **Changes to the insurance** - The Company, by giving You 30 days notice in writing during the Period of Insurance, may alter the Premium and/or the Terms and Conditions of this insurance with effect from the end of the notice period. On receipt of such notice, You may, at any time within the 30 day notice period, by notice in writing to the Company, cancel the insurance with immediate effect. If You change Your Insured Equipment and, as a consequence a different Premium becomes payable in respect of the Insured Equipment, the new Premium will be charged from the date of the change. If you do not want to pay the new Premium You may, at the time of the change, by notice in writing to the Company, cancel the insurance with immediate effect.

12. **Transfer of insurance** - The Company reserves the right to transfer its obligations under this insurance to any other reputable insurance company which the Company may determine.

13. **Complaints** - The Company is dedicated to providing a high quality service and wants to maintain this at all times. If you are not satisfied with this service, please call immediately Vodafone Claims Management on 0818 92 77 11 or write to them at: Vodafone Claims Management, PO Box 10329, Dublin 2. The Administrator will try to resolve your concerns within 24 hours. If this is not possible, they will acknowledge your complaint within 5 working days of receipt and provide a response within 4 weeks.

If you are still not satisfied, contact ACE. ACE can be reached by calling 01-4401700, by fax on 01-440 1701 or in writing at: The Complaints Manager, Vodafone Stay Mobile Handset Insurance, ACE European Group Limited, 5 George's Dock, International Financial Services Centre, Dublin 1.

The existence of these complaints procedures does not reduce your statutory rights in relation to this Policy. If you are not satisfied with ACE's final response, you can ask the Financial Services Ombudsman to review your case. The FSO can be contacted by calling 01-662 0899, by fax on 01-662 0890 or in writing at: Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The FSO website is <https://www.fspo.ie/>

14. **Law** - Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. You and ACE agree that:

- i. this Policy will be governed and interpreted in accordance with the Law of Ireland and

only the Irish Courts will have jurisdiction in any dispute; and
ii. communication of and in connection with this Policy shall be in the English language.

15. Data Protection - ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to them.

The information you provided when you took out your Policy, together with other information you provide at any later date, will be used by ACE and its group companies to help them meet your needs, including: supplying you with products and services you have requested, initially or at any later date; supplying you with information about additional products and services; and improving their products, their services, and the operations of their website. ACE may disclose your information to their service providers and agents for these purposes, as well as any agents you have appointed to act on your behalf. It may also be used for the purpose of fraud prevention, including passing details to other insurers and regulatory bodies.

ACE may share information with a third party claims administrator to process and administer your claim. Where you have provided information about another person in connection with the purchase and performance of this Policy, you confirm that they have appointed you to act for them, that they have consented to the processing of their personal data, including sensitive personal data, and that they have consented to the transfer of their information abroad. You also agree to receive on their behalf any data protection notices from ACE. ACE may, if you have given them permission, contact you by post, telephone or email to let you know about goods, services or promotions that may be of interest to you and/or to share your information with organisations that are ACE's business partners.

You have the right to withdraw your consent at any time and have your details removed from future marketing programmes. It will help ACE if you provide your full name, postal address, and insurance Policy. Please allow 40 days if you wish to have your name removed from marketing programmes for your request to become effective. To do this, please phone 1800 24 24 67 or +353 (0)1 440 1766, or write to: The Customer Service Manager, ACE European Group Limited, 5 George's Dock, International Financial Services Centre, Dublin 1.

ACE may monitor and/or record your communication with them, either themselves or using reputable organisations selected by ACE, to ensure consistent servicing levels and account operation. It may be necessary for you to provide additional information including sensitive personal data in order for ACE to assess and pay any claims. ACE may only obtain this information, or ask third parties to obtain this information, with your express prior consent. By submitting a claim you are expressly consenting to ACE obtaining and using such information to enable ACE to assess and pay such claim.

ACE will not disclose any claim details to any other third party without written permission from the policyholder and/or claimant.

ACE will keep information about you only for so long as is appropriate. If you ask, ACE will, in accordance with your subject access rights, tell you what information it holds about you and provide it to you in accordance with applicable law. Any information which is found to be incorrect will be corrected promptly.

16. General - All monies which become payable by the Company under this insurance shall, in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland.

Stamp Duty has been or will be paid in accordance with current legislation.

This insurance is underwritten by ACE European Group Ltd, Ireland Branch, whose main business is general insurance. ACE is authorised by the Financial Services Authority in the UK and is regulated by the Central Bank of Ireland for conduct of business rules. Registered Branch Office in Ireland is 5 Georges Dock, IFSC, Dublin 1. Registered No. 904967. ACE European Group Limited is registered in England, No 1112892, 100 Leadenhall St, London, EC3A 3BP; FSA registration FRN202803. It has appointed Vodafone as administration agents, and both may use the resources of and assign obligations to other companies. ACE is a member of the Irish Insurance Federation. The Federation, representing the insurance industry and working closely with the Central Bank of Ireland, in seeking to promote a fair and open, consumer-driven market, has agreed a minimum set of standards for member companies' dealings with their customers resident in the Republic of Ireland. Your policy is administered by Occipital Limited (trading as Interaction).

Vodafone Stay Mobile Standard Insurance (02 May 2017)

Vodafone Stay Mobile Standard Insurance Terms & Conditions (Effective 1st April 2016)

Definitions

- **the Company** - means ACE European Group Limited, Ireland Branch ("ACE"), of 5 George's Dock, International Financial Services Centre, Dublin 1.
- **the Premium** - means the amount payable by You for this insurance.
- **You or Your** - and words derived there from means a Vodafone Ireland Limited ("Vodafone") subscriber (or a nominated user of the subscriber who has been notified to Vodafone) whose application for insurance is accepted by the Company and who pays and continues to pay the Premium.
- **the Insured Equipment** - means Your mobile phone handset or data device as listed as insured by You in Vodafone's records (and a standard home charger, battery and SIM card therefore). An upgraded mobile phone handset or data device obtained through Vodafone's upgrade programme will automatically become the Insured Equipment (in place of Your prior handset or data device) unless You advise the Company to the contrary.
- **Period of Insurance** - means the period between the Company's acceptance of Your application for insurance and the termination of the insurance. Period of insurance refers to one calendar month with a minimum initial duration of three months and your policy will automatically renew on a monthly basis for up to fifty-nine (59) months provided You pay the required premium or unless the policy is cancelled within the terms of Clause 12 Cancellation below.

- **Accidental Damage** - means accidental physical breakage, destruction or failure of your covered product(s) due to an unforeseen event which causes physical damage to the covered product(s) and that prevents it from operating correctly.
- **Accidental Loss or Accidentally Lost** - means:
 - (i) You have accidentally or unintentionally left Your Equipment in any location and it has then disappeared; or
 - (ii) Your Equipment is in a known location, but You are not reasonably able to retrieve it; or
 - (iii) Your Equipment has disappeared and You are not sure how.
- **Theft or Stolen** - means the taking of Your Insured Equipment by persons known or unknown with the intention of unlawfully and permanently depriving You of possession of Your Insured Equipment.
- **Malicious Damage** - means where damage is deliberately caused to Your Equipment by someone other than You.
- **Damage/Damaged** - means Accidental Damage and Malicious Damage.

Benefits

ACE European Group Limited ('The Company') will at its discretion and in return for Your continued payment of the monthly Premium, reimburse You for the cost of repair or replacement of Your Insured Equipment to an equivalent specification, which may be by way of a refurbished mobile where Your mobile has been Damaged, Lost or Stolen during the Period of Insurance subject to the following definitions, exclusions and conditions.

How to make a claim?

1. In the event of any claim for Accidental Loss or Theft to the Insured Equipment You must notify Vodafone immediately. Your SIM card and phone or data device will be barred or disconnected.
2. If Your Equipment is Accidentally Lost, Stolen or Maliciously Damaged, You should notify An Garda Síochána or local police authority and obtain a loss or crime number within 72 hours of discovery, (other than where extenuating circumstances prevent you from doing so). You must take all steps to recover the Insured Equipment and co-operate with the investigations and enquiries of An Garda Síochána or local police authority.
3. If Your Equipment is Accidentally Lost or Stolen, You should notify Vodafone Claims within 7 days of discovery (other than where extenuating circumstances prevent you from doing so), together with any further details required to substantiate the claim.

4. If Your Equipment is Damaged, You should notify Vodafone Claims within 14 days of discovery, (other than where extenuating circumstances prevent you from doing so), together with any further details required to substantiate the claim.
5. Please ensure that You have removed any locking mechanism (e.g. Find my iPhone) from Your Damaged Equipment before You send it to us. If this isn't removed, this may affect the processing of Your claim and the handset may be returned to You for the block to be removed before the claim can be assessed.

You can notify Vodafone Claims online at www.staymobile.ie, by phone at 0818 92 77 11, by fax to 01 696 1027 or by post to Vodafone Claims, P O Box 10329 Dublin 2.

Exclusions

This insurance does not cover the following:

1. General

- There shall be an excess charge payable by You for any successful claim. The amount of the excess charge depends on the cost of the replacement or repair of the Insured Equipment in respect of which a claim is made.
- Where the cost to the Company of the replacement of the Insured Equipment (available on request from the Company) including fulfilment and delivery costs is less than €500 at the time of the claim, then the excess charge shall be €65.00 for the first successful claim and €75.00 for any subsequent successful claim made within 12 months.
- Where the cost to the Company of the replacement of the Insured Equipment, including fulfilment and delivery costs is €500 or more at the time of the claim, then the excess charge payable for each and every successful claim will be €125.00.
- Where the Insured Equipment is repaired the excess charge shall be €65.00.
- Accidental Loss, Theft or Damage if at the time of the Accidental Loss, Theft or Damage the Insured Equipment is not in Your possession or is not being used by You.
- Claims for Theft or Accidental Loss without a Garda PULSE Number or local police authority crime reference number or certificate which can substantiate the Theft or Loss.
- Accidental Loss, Theft or Damage caused by Your willful misconduct.
- Insured Equipment for which a claim has previously been made except for Insured Equipment which has previously been repaired under the provisions of clause 3 of Conditions; or unless proof can be provided of a manufacturer authorised repair to the previously reported damage.
- Consequential loss of any kind.

- For loss of use or reconnection costs or subscription fees of any kind, any expense incurred as a result of not being able to use the mobile, any unauthorised call use from your Insured Equipment or any loss other than the repair or replacement costs of the Insured Equipment.
- Accidental Loss, Theft or Damage resulting or arising directly or indirectly from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from
 - (b) any consequence of war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, civil commotion, rebellion, revolution, insurrection, military or usurped power, delay, confiscation, or detention by Customs or other Officials or Authorities.
 - (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
 - (d) Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion, 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 or to put the public or any section of the public in fear.

2. Theft

- Theft of the Insured Equipment whilst left in an unattended motor vehicle unless the vehicle is locked, all protections are in operation and the Theft is from a locked boot or closed compartment.
- Theft of the Insured Equipment where the Insured Equipment is deliberately left away from Your person, unless reasonable precautions were taken to protect Your Insured Equipment.
- Theft from any property not accompanied by evidence of forced entry or exit.

3. Damage

- Mechanical or electrical breakdown or derangement unless caused by accidental external means.
- Damage covered by the manufacturers' warranty and damage caused by inherent manufacturing or design faults.
- Damage to, or malfunction of, the Insured Equipment caused by, or attributed to, the operation of a software virus or any other software based malfunction.
- Damage resulting from wear and tear.

4. Loss

- Loss where the Insured Equipment is deliberately left away from Your person, unless reasonable precautions were taken to protect Your Insured Equipment.

Conditions

1. You shall take all reasonable precautions to ensure the safety of the Insured Equipment. No claim shall be agreed where there has been a failure in this regard.
2. ACE will cancel Your policy in the event that two successful claims are made in any continuous 12 month period.

Conditions precedent to liability for the Company to pay a claim under this policy:

3. That when any event occurs which gives rise to a claim under this policy the Insured Equipment must be repaired or replaced by the Company or an authorised repairer nominated by the Company. If You don't do this, any liability of the Company that would have arisen as a result of such Loss shall be forfeited;
4. Your Insured Equipment is equipped with Your Vodafone authorised SIM and is connected to the Vodafone network at the time of the incident or event giving rise to such claim, unless the SIM has been removed from Your Equipment for temporary and legitimate purposes.
5. To pay a claim under this policy, the Premium payable by You has been paid by You up to the incident date of the claim.
6. The Basis for Settlement of Claims – If the Insured Equipment which has been damaged, and can in the opinion of the Company, be economically repaired, the Company will be responsible for repair and delivery costs only. If the Insured Equipment has been Accidentally Lost, Stolen or Damaged (but cannot be economically repaired), the Company will, insofar as is possible, provide a like-for-like replacement which may be by way of a refurbished unit. However, should such replacement not be available, You will be provided with similar equipment which may be by way of a refurbished unit based on the capabilities of the Insured Equipment and the Company reserves the right to specify the replacement equipment. In the event that such Insured Equipment is unavailable and should You wish to select replacement Insured Equipment that is deemed to be an upgrade in specification and value, We reserve the right to charge You the value of any betterment before settling Your Claim. This betterment value will be the net financial improvement in Your position as a result of Us providing You with replacement Insured Equipment with a greater value than the available models of similar specification and value that were initially offered to You. You must have the damaged Insured Equipment available for collection at the time that a replacement unit is being delivered. Failure to do so will result in the replacement unit not being given to You. You will also incur delivery costs if You are not at the delivery address as arranged.
7. Limits – This policy is subject to the following limits: ACE will cancel Your policy in the event that 2 successful claims are made in any continuous 12 month period.

8. Barring phones – The Company will permanently bar all mobile phone handsets or data devices that have been Accidentally Lost, Stolen or Damaged (but cannot be economically repaired) in respect of which a claim has been approved.
9. Salvage – The Company will be entitled to take and keep possession of damaged or recovered Insured Equipment and to deal with the salvage in a reasonable manner.
10. Subrogation – The Company may at its own expense take such proceedings as it thinks fit in Your name in relation to the Insured Equipment and in such circumstances You shall give such assistance to the Company as the Company shall reasonably require.
11. Fraud -
 - If You (or anyone acting for You) make a claim under this policy knowing the claim to be false or fraudulently exaggerated in any respect or make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect or make a claim in respect of any Theft, Loss or Damage caused by Your willful act or with the intent to defraud the Company, Then Your claim will be declined and Your policy will be cancelled without notice with no refund of premium;
 - The Company may be entitled to recover from You the cost of any claim already paid under this policy (if necessary the cost may be recovered through the instigation of court proceedings). We may also be entitled to recover from You the cost of any investigation into a fraudulent claim under this policy (if necessary the cost may be recovered through the instigation of court proceedings) and;
 - The Company may inform the Garda Síochána, Government or regulatory bodies of the circumstances. Details of fraudulent claims will be put on a register of claims through which Company's share information to prevent fraudulent claims. A list of participant names and addresses are available on request.
12. Cancellation – In addition to those cancellation rights described in Condition 2 above, You or the Company may cancel this policy by giving 30 days' notice to each other. You need to contact Vodafone on 1907 from a Vodafone mobile or 1800 22 55 88 from any other phone or write to the administrator at Vodafone Claims Management, P O Box 10329 Dublin 2. We won't refund the premium for the period the policy was valid prior to such a cancellation. You also have a right to cancel this policy, which extends for 14 days from the later of:
 - (a) The day You are informed that the policy has commenced and;
 - (b) The day on which You receive the full terms and conditions of the policy.

On receipt of the notice You will receive a refund of any premiums already paid unless the Company has already been notified of a claim.

13. Changes to the insurance – The Company, by giving You 30 days' notice via a durable medium during the Period of Insurance, may alter the Premium and/or the Terms and Conditions of this insurance with effect from the end of the notice period. On receipt of

such notice, You may, at any time within the 30 day notice period, by notice in writing to the Company, cancel the insurance with immediate effect. If You change Your Insured Equipment and, as a consequence a different Premium becomes payable in respect of the Insured Equipment, the new Premium will be charged from the date of the change. If You do not want to pay the new Premium You may, at the time of the change, by notice in writing to the Company, cancel the insurance with immediate effect.

14. Transfer of insurance – The Company reserves the right to transfer its obligations under this insurance to any other reputable insurance company which the Company may determine.
15. Complaints – The Company is dedicated to providing a high quality service and wants to maintain this at all times. If You are not satisfied with this service, please call Vodafone Claims Management on 0818 92 77 11 or write to them at: Vodafone Claims Management, PO Box 10329, Dublin 2. The Company will try to resolve Your concerns within 24 hours. If this is not possible, they will acknowledge your complaint within 5 working days of receipt and provide a response within 20 working days. The existence of these complaints procedures does not reduce Your statutory rights in relation to this Policy. If You are not satisfied with the Company's final response, You can ask the Financial Services Ombudsman to review Your case . The FSO can be contacted by calling 01-662 0899, by fax on 01-662 0890 or in writing at: Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The FSO website is financialombudsman.ie.
16. Law – Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. You and the Company agree that:
 - i. this Policy will be governed and interpreted in accordance with the Law of Ireland and only the Irish Courts will have jurisdiction in any dispute; and
 - ii. communication of and in connection with this Policy shall be in the English language.
17. Data Protection – ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to ACE. The information You provided when You took out your Policy, together with other information You provide at any later date, will be used by ACE and its group companies to help them meet Your needs, including supplying you with products and services You have requested, initially or at any later date; supplying You with information about additional products and services; and improving their products, their services, and the operations of their website. ACE may disclose Your information to their service providers and agents for these purposes, as well as any agents you have appointed to act on Your behalf. For these purposes ACE may, if necessary transfer Your information Abroad to countries which do not have the same level of data protection as Ireland. If ACE does make such a transfer, ACE will take reasonable steps to ensure that Your information is protected. The information You provided to us is processed by us to confirm Your identity, process Your application or request and to record and cross reference particulars in the event of claim in insurance industry databases for fraud prevention purposes. In certain cases, this may involve the sharing of Your information with other insurance providers, third parties to process and administer Yours claim, process

Yours payments or private investigators. Guidelines for sharing of information in this regard are contained in a Code of Practice on Data Protection for the Insurance Sector which has been approved by the Data Protection Commissioner. Where You have provided information about another person in connection with the purchase and performance of this Policy, You confirm that they have appointed You to act for them, that they have consented to the processing of their personal data, including sensitive personal data, and that they have consented to the transfer of their information abroad. You also agree to receive on their behalf any data protection notices from ACE. ACE may, if You have given them permission, contact You by post, telephone or email to let You know about goods, services or promotions that may be of interest to You and/or to share Your information with organisations that are ACE's business partners. You have the right to withdraw Your consent at any time and have Your details removed from future marketing programmes. It will help ACE if You provide your full name, postal address, and insurance Policy. Please allow 40 days if You wish to have Your name removed from marketing programmes for Your request to become effective. To do this, please phone 0818 92 77 11, or write to: The Customer Service Manager, ACE European Group Limited, 5 George's Dock, International Financial Services Centre, Dublin 1. ACE may monitor and/or record Your communication with them, either themselves or reputable organisations selected by ACE, to ensure consistent servicing levels and account operation. It may be necessary for You to provide additional information including sensitive personal data in order for ACE to assess and pay any claims. ACE may only obtain this information, or ask third parties to obtain this information, with Your express prior consent. By submitting a claim You are expressly consenting to ACE obtaining and using such information to enable ACE to assess and pay such claim. ACE will not disclose any claim details to any other third party without written permission from the policyholder and/ or claimant. ACE will keep information about You only for so long as is appropriate. If You ask, ACE will, in accordance with Your subject access rights, tell You what information it holds about You and provide it to You in accordance with applicable law. Any information which is found to be incorrect will be corrected promptly.

18. General – All monies which become payable by the Company under this insurance shall, in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland. Stamp Duty has been or will be paid in accordance with current legislation. This insurance is underwritten by ACE European Group Ltd, Ireland Branch, whose main business is general insurance. ACE European Group Limited trading as ACE Europe and Combined Insurance is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. Registered Branch Office in Ireland is 5 Georges Dock, IFSC, Dublin 1. Registered No. 904967. ACE European Group Limited is registered in England and Wales, No 1112892, 100 Leadenhall St, London, EC3A 3BP; FCA registration FRN202803. It has appointed Vodafone as administration agents, and both may use the resources of and assign obligations to other companies. Your policy is administered by Occipital Limited (trading as Interaction). ACE is a member of the Insurance Ireland which represents the insurance industry and is working closely with the Central Bank of Ireland, in seeking to promote a fair and open, consumer-driven market, has agreed a minimum set of standards for member companies' dealings with their customers resident in the Republic of Ireland.

Vodafone's 'Internet-in the Car' Service

Last updated:

30 January 2018

Welcome to the Vodafone Internet in the Car Service (the 'Service').

The Service enables drivers and passengers to make use of internet connectivity provided by a Vodafone SIM embedded into your vehicle. This can be accessed through the Wi-Fi hotspot in the vehicle or (depending on your vehicle model) the in-dash applications. You can use the Service in any vehicle which is equipped with suitable hardware.

The Service is available to you if you normally reside in the Republic of Ireland or you have a stable link that requires you to have a frequent and substantial presence in the Republic of Ireland. By accepting this agreement and purchasing a data bundle, you confirm you are a Republic of Ireland resident or have a stable link to the Republic of Ireland, and where it is reasonable for us to request it you agree to provide us with a valid document to confirm your residence.

The internet connectivity is also available in a number of other countries. The number of countries supporting Internet in the Car will grow over time, and is subject to change. Please go to internetinthecar.vodafone.com for the latest list and for further information on this service.

The Service will commence when you register for Internet in the Car on the registration portal, and accept these terms and conditions.

You might be entitled to a free use of the internet connectivity as detailed on the registration portal (the 'trial'). To continue using the Service after the end of the trial, you will be prompted to purchase data bundles. If you do not purchase any data bundles the Service will be suspended until such time as a data bundle is purchased and applied to your account. The data bundle you purchased will allow you to use your internet connectivity in all supported countries with no roaming surcharge. Your usage is, however, subject to our roaming clause (see section 10 of the terms below) as the Service has been priced for domestic use in the Republic of Ireland and periodic use when travelling outside of the Republic of Ireland.

If you are a consumer, please note that you are entitled under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 to withdraw from any contract you have with us for the Service within fourteen (14) days of agreeing to it without giving any reason for doing so, provided you haven't used up the Service entirely. To exercise this statutory right of withdrawal, please notify us using the contact details stated below and for further information please see <https://n.vodafone.ie/support/orders.html>. If you withdraw from your contract within such fourteen (14) day period, we will reimburse any payments we have received from you proportionate to the portion of the bundle you've not used, as soon as reasonably possible, but no later than fourteen (14) days after the day on which we receive your notice of your withdrawal from this contract. We will use the same payment method you used for the original transaction in order to provide the reimbursement, unless otherwise expressly agreed; under no circumstances will you be charged a fee for this refund. Please note, other than as set out in these terms, the Service does not qualify for any network money back guarantees.

We aim to provide you with the Service at all times. However, due to the nature of the underlying mobile technology, it is impossible to provide a fault-free service.

Any problems with the Service should be reported to the Internet in the Car support desk which will endeavour to help resolve the issue – please call 1800-200-313 (+35 (0) 319 079 838) or visit internetinthecar.ie@vodafone.com if you are a direct customer and if you are an OnStar customer please press the blue button or contact us at 1800 800 001. Alternatively, you may contact us on the following email address: onstar.europe@onstar.com.

Please note the Service is not supported by Vodafone's standard 1907 number or Vodafone's retail stores.

This agreement is governed by Irish law. Vodafone Ireland Limited. Mountainview, Central Park, Leopardstown, Dublin 18, Ireland.

Your agreement with us is made up of:

- a) these conditions including the Service welcome letter above;
- b) Vodafone's Privacy Policy which you can view at <https://n.vodafone.ie/aboutus/privacy-cookies.html>

This Agreement is for your use of internet connectivity in the car. This Agreement does not cover buying or maintaining any SIM chip that has also been provided to you.

1. Definitions

We, our or us – Vodafone Ireland Limited.

You or your – you, the customer.

Agreement – these conditions, the Service welcome letter and the Privacy Policy.

Account – the account we register for you to access the Service and to which any Data bundle you purchase or Trial is credited.

Content – material available through the Service including textual, visual or other information, software, photos, video, graphics, music, sound and all information supplied by content providers (including us) from time to time.

Data bundle – a pre-paid data plan for using the Service.

Manufacturer – the manufacturer of a compatible vehicle which is used by you to access the Service.

Network – the electronic communications systems we use to provide the Service in the Republic of Ireland and in our partner's networks in the countries where the Service is available.

Portal – the Internet in the Car portal, which you may consult with your login details to access and manage your Account and purchase Data bundles;

Rights – copyright, trademark and other relevant proprietary and intellectual property rights relating to content.

Service – the internet service we provide to you under the terms of this Agreement.

SIM chip – the SIM chip used to access the Service and which is embedded in a compatible vehicle.

Support Desk – the Internet in the Car customer support desk available on 1800-200-313 (+35 (0) 319 079 838) or visit internetinthecar.ie@vodafone.com if you are a direct customer and if you are an OnStar customer please press the blue button or contact us at 1800 800 001. You can also email us on Onstar.europe@onstar.com

Trial – the time limited use of the Service offered by your Manufacturer as detailed on the registration Portal.

2. Service and coverage

2.1 Your agreement with us for use of the Service begins, when:

- you sign or otherwise submit the registration form;
- your Account is activated; or
- you use the Service, whichever happens first, and you agree to keep to the terms of this Agreement from that point.

2.2 You can create and activate your Account on the registration Portal and by accepting these conditions. To start using the Service, you will need to purchase a Data bundle and register it to your Account, unless and to the extent that your Account qualifies for a Trial.

2.3 If your Account is eligible for a Trial, the Trial will be available from the date of activation of the Service and for the duration specified on the Portal, or until we or Manufacturer terminate the Trial or your participation in it for any of the reasons set out in this Agreement. On expiry of the Trial, you may continue to use the Service by purchasing a Data bundle and registering it to your Account.

2.4 Data bundles will be valid for the period specified at the time of purchase. The validity period will start to run when the Data bundle is registered to your Account and the associated data allowance made available for use of the Service. You may at any time purchase one additional bundle to be queued behind your current Data bundle. The queued Data bundle will automatically be activated and its validity period will start to run when your current Data bundle expires or the data allowance under that Data bundle has been used up, whichever happens first. You cannot have more than one queued Data bundle at any one time. Once purchased, a Data bundle is non-refundable even if it is still queued.

2.5 Whenever there is valid Data bundle registered to your Account, and during any Trial, we aim to provide you with the Service at all times. However, due to the nature of mobile technology, it is impossible to provide a fault-free service or guarantee coverage or connection speeds which may vary significantly due to factors including network coverage and signal strength.

2.6 The Network and/or the Service may from time to time require upgrading, modification, maintenance or other work. We reserve the right to undertake such work at any time and you accept this may result in partial or complete suspension of the Service.

2.7 We will use reasonable efforts to give you access to networks in other countries. We call this 'roaming'. Networks abroad may be limited in quality and coverage. Any access to networks outside the Republic of Ireland will depend on the arrangements between us and the foreign operators. You can check details of available networks at internetinthecar.vodafone.com.

3. Using the Service

3.1 You must keep to this Agreement and our and Manufacturer's instructions on using the Service. You are responsible for anyone who uses the Service through your Account. You must ensure that any information you provide in relation to your Account is valid, accurate and up-to-date and notify us immediately if any of this information changes.

3.2 You must not use your SIM chip, Account or the Service:

1. for any purpose we believe is abusive, offensive, indecent, obscene or menacing, illegal, fraudulent, a nuisance, or in breach of any person's privacy or other rights;
2. for criminal activities (including misusing the service so as to cause any person annoyance, inconvenience, or needless anxiety on the part of any relevant person);
3. other than in accordance with the acceptable use policies of any connected networks;
4. to generate artificially inflated traffic or to persistently send automated unsolicited communications; or
5. regardless of the amount of data you use, in any way that we believe which adversely impacts other users of the Service.

3.3 You must not sell to anyone else all or any part of the Service.

3.4 The SIM chip and software in it does not belong to you and it is licensed to you by Vodafone and/or Manufacturer to use with the Service only. If you experience any problems with your Account or the Service or need a replacement SIM chip, you should contact the Support Desk.

3.5 You may use the Service to access the internet but we accept no responsibility for any content or services you may access or action you may take in reliance on such content or services. You are responsible for evaluating the accuracy, completeness, value and integrity of any content you access using the Service. Where the Service is used by minors, appropriate content control filters should be applied to your Account and/or included on any specific devices used by minors.

3.6 The internet experience available will be the internet experience generally available in your home country and not the country you are travelling in if you are abroad. Content control will apply to the Service and access to certain content may be blocked although your data allowance may be used and the balance on your current Data bundle reduced by attempts to access blocked content.

3.7 You are responsible for ensuring that all devices connected to the internet via the Service have adequate and up to date anti-virus protection.

4. Payment

4.1 If applicable, the Trial is provided to you free of charge.

4.2 You can pay for the Service by purchasing and paying for Data bundles using your credit card, debit card, PayPal account or by any other method approved by us from time to time. Data bundles will be credited to your Account, subject to our carrying out our usual credit checks. Payments made through your Paypal account will be collected on our behalf by Vodafone Global Enterprise Limited.

4.3 Each time you use the Service, the data allowance on the current Data bundle registered to your Account will be reduced according to the data used.

5. Losing the SIM chip

5.1 If your SIM chip is stolen or lost, or your Account is accessed without your authority, you must contact us immediately so that we can prevent further use being made of your SIM chip or Account, as relevant and you agree to cooperate with us in our reasonable security and other checks.

5.2 In the circumstances listed in condition 5.1, or if you sell your vehicle, you may continue to use your Account and Data bundles registered to it via a SIM chip installed in another vehicle equipped with compatible hardware and software. If you do not access your Account via a compatible vehicle, any Data bundles registered to it will expire as described in condition 2.4 above and we will not be responsible for refunding you for any unused data allowance assigned to your Account.

6. Suspension, disconnection and ending the Agreement

6.1 We can suspend (in other words bar), restrict or stop providing the Service (all or part of them) and/or end this Agreement in the following circumstances:

1. If we believe your SIM chip, Account or the Service is being used in a way we do not allow under this Agreement.
2. You tamper with or try to remove the SIM chip from the vehicle in which it is installed.
3. If we believe that the right to use any password used in relation to the Service or your SIM chip or your Account is or has been gained in an unauthorised, illegal, improper or fraudulent way.
4. If you do not keep to this Agreement.
5. If you do anything (or allow anything to be done) which we think may damage or affect the operation or security of the Network or the Service.
6. If we are permanently unable to provide the Service to you.
7. In an emergency or for operational reasons or for your security.
8. If the emergency services and/or a relevant authority tell us to, or a law or regulation is passed which means we need to do so.

9. If any of the information you provide on the registration form is incorrect or if information provided on the registration form later becomes incorrect and you do not inform us of this fact by following the instructions on the registration Portal.

6.2 Except where the Service is suspended because you have chosen not to purchase additional Data bundles, we will try and tell you when we suspend, restrict or end your use, but we do not have to.

6.3 We reserve the right to bring your participation in any Trial to an end if you transfer ownership of the vehicle during the Trial.

6.4 If you wish to end this Agreement you should contact the Support Desk. We will not be responsible for refunding you for (all or any part of) any unused Data bundles, except where you end this Agreement under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013.

7. Variations

7.1 We may make changes to or withdraw services at any time and we can update, make changes to or introduce new terms to this Agreement at any time. If possible, or where required by law, we will give reasonable notice of these changes. The changes will apply when we publish details of them in a way which we consider is reasonable, for example by sending messages to the email address or telephone number registered to your Account. Any changes will not apply to any Data bundle you have already purchased before the date we publish any change.

7.2 By continuing to use the Service, you agree to these changes. If you are not happy with any of these changes, you do not have to continue to use the Service.

8. Legal responsibility and exclusions

8.1 Our only responsibility to you is to exercise the reasonable skill and care of a competent mobile network operator.

8.2 We will be legally responsible to you if our negligence causes death or personal injury. We will not be legally responsible to you for:

- loss of income or profit;
- loss of use of the Service;
- lost business or missed opportunities; or
- any loss or damage that is not directly caused by us or which we did not reasonably expect at the time you entered into this Agreement.

We will not be in breach of this Agreement or legally responsible to you if we cannot provide the Service because of something outside our reasonable control.

8.3 You agree that we have no responsibility for any data or content accessed or transmitted using the Service, nor for any deletion, loss or corruption of any data or content transmitted or accessed

using the Service or for any transaction which are lost or corrupted whilst using or attempting to use the Service, unless this is caused by our negligence.

8.4 Except where our negligence causes death or personal injury (for which our liability is unlimited), our liability to you will not be more than €1,500 for each claim or a series of related claims.

8.5 If you are a consumer, the terms of this Agreement will not affect any rights which you may have under any law and which we cannot exclude by agreeing it with you.

9. Personal information

9.1 We and our respective group of companies collect, use and share the following categories of personal data for the following purposes:

1. When you register for the Service, information such as your name, address, and contact details will be collected in order to set up your account for the Service.
2. Some form of payment information may also be taken from you such as credit card details, to confirm your identity and/or enable you to pay for the Service.
3. When you access your account for the Service, your username and password will be used to authenticate you and ensure that you get access to your account;
4. When you use the Service, our network will generate information about that usage which will be used to:
 - deliver the Service;
 - understand whether the Service is working or not and plan for improvements and upgrades where necessary;
 - monitor the quality and security of the Network and test and maintain our IT systems; and
 - provide to emergency services in the event of an emergency. This will include your approximate location.
- We and our respective group of companies may use the above information to inform our marketing campaigns and, if you ask us to, to send you messages about products and services that we think you may be interested in.

9.2 We may also share your information with Manufacturers to help us and Manufacturers to do any of the activities listed above, but only to the extent necessary to provide the Service.

9.3 By entering this Agreement, you confirm that the information provided by you as part of the registration process is correct. If there are any changes to the information you provide during the registration process, please notify us by following the instructions on the Portal.

9.4 For more details on how we use your information, please read the Privacy Policy which you can view at <https://n.vodafone.ie/aboutus/privacy-cookies.html>.

10. Roaming

10.1 You may roam with your tariff allowance in a number of other supported EU countries as set out here: internetinthecar.vodafone.com. However, in accordance with EU regulation Vodafone may take action to prevent abusive or anomalous use of roaming services. In using Vodafone Ireland services, you must be normally resident or have stable links entailing a frequent and substantial presence in the Republic of Ireland. We may monitor your use of the Service to ensure you are compliant in this regard.

10.2 If you take up residence (or headquarters) in another country, please contact our customer service team for assistance setting up a new Account for that country. Please note we are not able to transfer Data bundles between accounts.

11. General

11.1 We may transfer this Agreement to anyone else at any time. You, however, may not transfer your agreement with us to anyone else.

11.2 If you or we fail to enforce rights under this Agreement, it will not prevent you or us from taking further action.

11.3 If you need customer or technical support or assistance in relation to the Service, or want to make a complaint, please contact the customer Support Desk. Further details of our complaints policy are available at <https://n.vodafone.ie/aboutus/code/customers/complaints.html>.

11.4 You or we may bring legal proceedings in a court in the Republic of Ireland to sort out a dispute under this Agreement. If you are a consumer, you may also refer a dispute to the European Online Dispute Resolution ("ODR") portal at <http://ec.europa.eu/odr>.

11.5 This Agreement is under Irish law.

Vodafone Ireland
Limited, Mountainview, Leopardstown, Dublin 18, Ireland.
Registered in Ireland.
Registration Number: 326967

Vodafone Stay Mobile Extra Insurance pre 01 of March 2016

Vodafone Stay Mobile Extra Insurance Terms & Conditions for customers pre 01/03/2016

Benefits

ACE European Group Limited ('The Company') will at its discretion and in return for your continued payment of the monthly Premium, reimburse You for the cost of repair or replacement of your Insured Equipment to an equivalent specification, which may be by way of a refurbished mobile

where your mobile has been damaged , lost or stolen during the Period of Insurance subject to the following definitions, exclusions and conditions.

Definitions

- the Company - means ACE European Group Limited, Ireland Branch("ACE"), of 5 George's Dock, International Financial Services Centre, Dublin 1
- the Premium - means the amount payable by You for this insurance.
- You or "Your" - and words derived there from means a Vodafone Ireland Limited ("Vodafone") subscriber (or a nominated user of the subscriber who has been notified to Vodafone) whose application for insurance is accepted by the Company and who pays and continues to pay the Premium.
- the Insured Equipment - means Your mobile phone handset or data device as listed as insured by You in Vodafone's records (and a standard home charger, battery and SIM card therefore.) An upgraded mobile phone handset or data device obtained through Vodafone's upgrade programme will automatically become the Insured Equipment (in place of Your prior handset or data device) unless You advise the Company to the contrary.
- Public place - means libraries parks, restaurants, shops public houses nightclubs and similar places open to the public including taxis, public transport, private clubs, sports clubs and gyms
- Period of Insurance - means the period between the Company's acceptance of Your application for insurance and the termination of the insurance. Period of insurance refers to one calendar month with a minimum initial duration of three months and your policy will automatically renew on a monthly basis for up to fifty-nine (59) months provided you pay the required premium or unless the policy is cancelled within the terms of Clause 9 Cancellation below.
- Accidental Damage or Damage - means accidental physical breakage, destruction or failure of your covered product(s) due to an unforeseen event which causes physical damage to the covered product(s) and that prevents it from operating correctly.
- Loss or Lost - means where the Insured Equipment has been accidentally left by you in a location and you are permanently deprived of its use.
- Theft or Stolen - means the taking of Your Insured Equipment by persons known or unknown with the intention of unlawfully and permanently depriving You of possession of Your Insured Equipment.
- Unattended - means when you do not have full view of your property or where you are not in a position to prevent the unauthorised taking of the Insured Equipment, unless it is left in a locked room or a locked safety deposit facility.

Exclusions

This insurance does not cover the following:

- Loss, Theft or Damage caused by Your wilful misconduct.
- Mechanical or electrical breakdown or derangement unless caused by accidental external means
- Loss, Damage or Theft of the Insured Equipment where the Loss, Damage or Theft occurred within the first 30 days of the Period of Insurance unless the Period of Insurance started when purchasing the mobile phone handset.
- Damage covered by the manufacturers' warranty and damage caused by inherent manufacturing or design faults.
- Damage to, or malfunction of, the Insured Equipment caused by, or attributed to, the operation of a software virus or any other software based malfunction.
- Theft of the Insured Equipment whilst left in an unattended motor vehicle unless the vehicle is locked, all protections are in operation and the Theft is from a locked boot or closed compartment.
- Theft of the Insured Equipment whilst left unattended by You in any property, place or premises unless there is evidence of forcible and violent entry/exit.
- Loss where the Insured Equipment is left unattended or left behind by the Insured Customer at any property, Public place or premises to which the public has access;
- Loss, Theft or Damage if at the time of the Loss, Theft or Damage the Insured Equipment is not in Your possession or is not being used by You.
- Damage resulting from ordinary wear and tear.
- Damage or Loss caused by leaving the Insured Equipment on the roof, bonnet, boot or any exterior part of a motorised vehicle.
- Consequential loss of any kind.
- For loss of use or reconnection costs or subscription fees of any kind, any expense incurred as a result of not being able to use the mobile, any unauthorised call use from your mobile phone or any loss other than the repair or replacement costs of the mobile.
- Loss or Damage resulting or arising directly or indirectly from:
 1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 1. the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- Loss or Damage from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Any consequence of war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, civil commotion, rebellion, revolution, insurrection, military or usurped power, delay, confiscation, or detention by Customs or other Officials or Authorities.
- Insured Equipment for which a claim has previously been made except for Insured Equipment which has previously been repaired under the provisions of clause 3 of Conditions.
- Claims for Theft or Loss without a Garda PULSE Number or local police authority crime reference number or certificate which can substantiate the Theft or Loss.

Conditions

1. Precautions - You shall take all reasonable precautions to ensure the safety of the Insured Equipment. No claim shall be agreed where there has been a failure in this regard.
1. Claims - In the event of any Loss, Theft or Damage to the Insured Equipment You must:
 1. notify Vodafone immediately so that the phone or data device may be barred or disconnected.
 1. within 7 days of the Loss, Theft or Damage, notify the administrator together with any further details required to substantiate the claim. You can notify Vodafone Claims online at www.staymobile.ie , by phone at 1850 92 77 11, by fax to 01 696 1027 or by post to Vodafone Claims, P O Box 10329 Dublin 2.
 1. in the event of Theft or Loss, You must notify the Garda Siochana or local police authority within 48 hours and take all steps to recover the Insured Equipment and co-operate with the investigations and enquiries of the Gardai Siochana or local police authority.
 1. You may make no more than 2 claims on this or any previous Vodafone Stay Mobile Essential, Vodafone Stay Mobile, Vodafone Stay Mobile Plus or Vodafone Stay Mobile Extra insurance policy for the same mobile telephone number over a continuous 12 month period.
 1. The Company will use its best endeavours to process all claims quickly however, neither the Company nor Vodafone shall be liable for any delays incurred in the processing of claims, or the delivery, replacement or repair of Insured Equipment.
Conditions precedent to liability for the Company to pay a claim under this policy: That when any event occurs which gives rise to a claim under this policy the Insured Equipment must be repaired or replaced by the Company or an authorised repairer nominated by the Company. If you don't do this, any liability of the Company that would have arisen as a result of such Loss shall be forfeited; Your mobile is equipped with your Vodafone authorised SIM and is connected to the Vodafone network at the time of the incident or

event giving rise to such claim. To pay a claim under this policy, the Premium payable by you has been paid by You up to the incident date of the claim.

1. The Basis for Settlement of Claims – If the Insured Equipment has been damaged, and can in the opinion of the Company, be economically repaired, the Company will be responsible for repair and delivery costs only. If the Insured Equipment has been lost, stolen or damaged (but cannot be economically repaired), the Company will, insofar as is possible, provide a like-for-like replacement. However, should such a replacement not be available, you will be provided with similar equipment which may be by way of a refurbished unit based on the capabilities of the Insured Equipment and the Company reserves the right to specify the replacement equipment. In the event that such Insured Equipment is unavailable and should You wish to select replacement Insured Equipment that is deemed to be an upgrade in specification and value, We reserve the right to charge You the value of any betterment before settling Your Claim. This betterment value will be the net financial improvement in Your position as a result of Us providing You with replacement Insured Equipment with a greater value than the available models of similar specification and value that were initially offered to You. You must have the damaged Insured Equipment available for collection at the time that a replacement unit is being delivered. Failure to do so will result in the replacement unit not being given to You. You will also incur delivery costs if You are not at the delivery address as arranged.
1. Limits - This policy is subject to the following limits:
 1. You may make no more than two claims in any 12-month period.
 1. There shall be an excess charge payable by You for all successful claims. The amount of the excess charge depends on the cost of the replacement or repair of the Insured Equipment in respect of which a claim is made.
 1. Where the cost to the Company of the replacement of the Insured Equipment (available on request from the Company) including fulfilment and delivery costs is less than €1,000 at the time of the claim, then the excess charge shall be €65.00 for the first successful claim and €125.00 for any subsequent successful claim made within 12 months.
 1. Where the cost to the Company of the replacement of the Insured Equipment, including fulfilment and delivery costs is €1,000 or more at the time of the claim, then the excess charge payable for each and every successful claim will be €150.00.
 1. Where the Insured Equipment is repaired the excess charge shall be €65.00.
 1. Barring phones - The Company reserves the right to permanently bar any or all mobile phone handsets or data devices that have been lost, stolen or damaged (but cannot be economically repaired) in respect of which a claim has been approved.
 1. Salvage - The Company will be entitled to take and keep possession of damaged or recovered Insured Equipment and to deal with the salvage in a reasonable manner.

1. Subrogation - The Company may at its own expense take such proceedings as it thinks fit in Your name in relation to the Insured Equipment and in such circumstances You shall give such assistance to the Company as the Company shall reasonably require.
1. Fraud -
 1. If you (or anyone acting for you) make a claim under this policy knowing the claim to be false or fraudulently exaggerated in any respect or make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect or make a claim in respect of any Theft, Loss or Damage caused by your wilful act or with the intent to defraud the insurer, Then your claim will be declined and your policy will be cancelled without notice with no refund of premium;
 1. The Insurer may be entitled to recover from you the cost of any claim already paid under this policy (if necessary the cost may be recovered through the instigation of court proceedings). We may also be entitled to recover from you the cost of any investigation into a fraudulent claim under this policy (if necessary the cost may be recovered through the instigation of court proceedings) and;
 1. The Insurer may inform the Garda Siochana, Government or regulatory bodies of the circumstances. Details of fraudulent claims will be put on a register of claims through which insurers share information to prevent fraudulent claims. A list of participants names and addresses are available on request.
 1. Cancellation - You or the insurer may cancel this policy by giving 30 days' notice to each other. You need to contact Vodafone on 1907 from a Vodafone mobile or 1800 22 55 88 from any other phone or write to the administrator at Vodafone Claims Management, P O Box 10329 Dublin 2. We won't refund the premium for the period the policy was valid prior to such a cancellation. You also have a right to cancel this policy, which extends for 14 days from the later of:
 1. The day you are informed that the policy has commenced and;
 1. The day on which you receive the full terms and conditions of the policy. On receipt of the notice you will receive a refund of any premiums already paid unless the insurer has already been notified of a claim.
 1. Changes to the insurance - The Company, by giving You 30 days notice in writing during the Period of Insurance, may alter the Premium and/or the Terms and Conditions of this insurance with effect from the end of the notice period. On receipt of such notice, You may, at any time within the 30 day notice period, by notice in writing to the Company, cancel the insurance with immediate effect. If You change Your Insured Equipment and, as a consequence a different Premium becomes payable in respect of the Insured Equipment, the new Premium will be charged from the date of the change. If you do not want to pay the new Premium You may, at the time of the change, by notice in writing to the Company, cancel the insurance with immediate effect.

1. Transfer of insurance - The Company reserves the right to transfer its obligations under this insurance to any other reputable insurance company which the Company may determine.
1. Complaints - The Company is dedicated to providing a high quality service and wants to maintain this at all times. If you are not satisfied with this service, please call immediately Vodafone Claims Management on 1850 92 77 11 or write to them at: Vodafone Claims Management, PO Box 10329, Dublin 2. The Administrator will try to resolve your concerns within 24 hours. If this is not possible, they will acknowledge your complaint within 5 working days of receipt and provide a response within 4 weeks. If you are still not satisfied, contact ACE. ACE can be reached by calling 01-4401700, by fax on 01-440 1701 or in writing at: The Complaints Manager, Vodafone Stay Mobile Handset Insurance, ACE European Group Limited, 5 George's Dock, International Financial Services Centre, Dublin 1. The existence of these complaints procedures does not reduce your statutory rights in relation to this Policy. If you are not satisfied with ACE's final response, you can ask the Financial Services Ombudsman to review your case. The FSO can be contacted by calling 01-662 0899, by fax on 01-662 0890 or in writing at: Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The FSO website is www.financialombudsman.ie.
1. Law - Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. You and ACE agree that:
 1. this Policy will be governed and interpreted in accordance with the Law of Ireland and only the Irish Courts will have jurisdiction in any dispute; and
 1. communication of and in connection with this Policy shall be in the English language
1. Data Protection - ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to them. The information you provided when you took out your Policy, together with other information you provide at any later date, will be used by ACE and its group companies to help them meet your needs, including: supplying you with products and services you have requested, initially or at any later date; supplying you with information about additional products and services; and improving their products, their services, and the operations of their website. ACE may disclose your information to their service providers and agents for these purposes, as well as any agents you have appointed to act on your behalf. It may also be used for the purpose of fraud prevention, including passing details to other insurers and regulatory bodies. ACE may share information with a third party claims administrator to process and administer your claim. Where you have provided information about another person in connection with the purchase and performance of this Policy, you confirm that they have appointed you to act for them, that they have consented to the processing of their personal data, including sensitive personal data, and that they have consented to the transfer of their information abroad. You also agree to receive on their behalf any data protection notices from ACE. ACE may, if you have given them permission, contact you by post, telephone or email to let you know about goods, services or promotions that may be of interest to you and/or to share your information with organisations that are ACE's business partners. You have the right to withdraw your consent at any time and have your details removed from future marketing programmes. It will help ACE if you provide your full name, postal address, and insurance

Policy. Please allow 40 days if you wish to have your name removed from marketing programmes for your request to become effective. To do this, please phone 1800 24 24 67 or +353 (0)1 440 1766, or write to: The Customer Service Manager, ACE European Group Limited, 5 George's Dock, International Financial Services Centre, Dublin 1. ACE may monitor and/or record your communication with them, either themselves or using reputable organisations selected by ACE, to ensure consistent servicing levels and account operation. It may be necessary for you to provide additional information including sensitive personal data in order for ACE to assess and pay any claims. ACE may only obtain this information, or ask third parties to obtain this information, with your express prior consent. By submitting a claim you are expressly consenting to ACE obtaining and using such information to enable ACE to assess and pay such claim. ACE will not disclose any claim details to any other third party without written permission from the policyholder and/or claimant. ACE will keep information about you only for so long as is appropriate. If you ask, ACE will, in accordance with your subject access rights, tell you what information it holds about you and provide it to you in accordance with applicable law. Any information which is found to be incorrect will be corrected promptly.

1. General - All monies which become payable by the Company under this insurance shall, in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland. Stamp Duty has been or will be paid in accordance with current legislation. This insurance is underwritten by ACE European Group Ltd, Ireland Branch, whose main business is general insurance. ACE is authorised by the Financial Services Authority in the UK and is regulated by the Central Bank of Ireland for the conduct of business rules. The registered Branch Office in Ireland is 5 Georges Dock, IFSC, Dublin 1. Registered No. 904967. ACE European Group Limited is registered in England, No 1112892, 100 Leadenhall St, London, EC3A 3BP; FSA registration FRN202803. It has appointed Vodafone as administration agents, and both may use the resources of and assign obligations to other companies. ACE is a member of the Irish Insurance Federation. The Federation, representing the insurance industry and working closely with the Central Bank of Ireland, in seeking to promote a fair and open, consumer-driven market, has agreed a minimum set of standards for member companies' dealings with their customers resident in the Republic of Ireland. Your policy is administered by Occipital Limited (trading as Interaction). Eugene O'Brien Authorised Official For ACE European Group Limited V5102C00829 02/13

Vodafone Red Protect Service

1. Red Protect:

- a. Is a security application for Smartphones, Tablets, PCs and MACs, provided on Vodafone's behalf by F-Secure Corporation, Tammasaarekatu 7 P.O. Box 24 00181 Helsinki Finland, and its relationship with Vodafone may change in the future.

b. does not scan/look at/filter message content that is sent or received via sms/email or other messaging or social media applications.

2. The content filters allow the account holder and/or end user to block social network access. This filtering does not work on all devices and or block access to all social networks.

3. If social media access is allowed, then the content filters will not scan/look at/filter content on these social networks., save where any social media network site contains a file that is infected by a virus and that file is downloaded or opened on the device, then the app will scan the contents of that file in order to protect the device.

4. The availability and effectiveness of these features are device dependent and may not function on all devices.

5. By activating and using Red Protect, you accept you have read and agree to these terms together with the F-Secure terms of use (together the "Red Protect Terms)". If you do not agree to the Red Protect Terms, please do not activate Red Protect. In the event of any contradiction, conflict or ambiguity between these terms and the F-Secure terms of use, these terms will be deemed to be supreme. If you do not agree to these terms, please let us know by contacting us through the usual channels and requesting to cancel / opt-out of the Service.

6. In order to use Red Protect, Vodafone will pass certain limited information to F-Secure including your first name, last name, email address and mobile number. This information is required to set up login credentials for Red Protect and to communicate those login credentials to you.

7. Certain features of Red Protect require access to and communication with F-Secure servers through our network. This includes software downloads and updates, device tracking, and collection of device information. These features are necessary to provide the service and may result in data charges.

8. You may receive communications from F-Secure via email or SMS notifying you of your login credentials. F-Secure will also send communications to other devices that have been nominated by you, in order to add Red Protect to those devices.

9. As Red Protect is ultimately provided by F-Secure:

a. you are responsible for the cost of your device, (ii) you must ensure that your supported device meets (and continues to meet) the hardware, systems and software requirements for the Service as described at the time you begin to use the Service, (iii) F-Secure may, subject to the terms of the F-Secure terms of use, modify system requirements or Red Protect at any time, and (iv) we do not warrant or accept any liability for operation of the device used to access the Service;

b. Vodafone cannot guarantee complete protection for any children using Red Protect and is not responsible for the operation and functionality in Red Protect;

c. Red Protect is provided 'as is' and to the extent permitted by applicable law, we exclude all representations, warranties, conditions and other terms not expressly stated in these terms, including any implied warranties or conditions as to non-infringement of third party rights and fitness for a particular purpose in relation to your use of Red Protect and related software. We don't

warrant that your use of Red Protect will be error-free, uninterrupted, available at all times or will protect against all possible threats or other failures. For avoidance of doubt, we will not be legally responsible to you, or for any damages, for (i) loss of income or profits (ii) loss of use of Red Protect (iii) loss of data (iv) lost business or missed opportunities or (v) any loss or damage that is not directly caused by us or which we could not reasonably expect at the time you entered into this agreement.

10. You may not rent, lease, license, transfer, loan or assign your rights to Red Protect to another person. If you use Red Protect on a device and you transfer ownership of that device to someone else, then please de-register Red Protect on your device before you pass the device to someone else. You will be responsible for the use and payment of the Red Protect unless you de-register Red Protect on that device.

11. We may change the terms applicable to Red Protect at any time, and if the changes are likely to disadvantage you, we will give you a minimum of 30 days' notice. We / F-Secure may change / discontinue Red Protect, and if such changes are likely to disadvantage you, we will use reasonable efforts to provide you with advance warning. However, as Red Protect is provided by F-Secure, we cannot guarantee to provide such advance warning to you. Don't forget, you can unsubscribe and unregister at any time, by contacting us through the usual channels and requesting to cancel / opt-out of Red Protect.

12. Your subscription to Red Protect will continue unless you inform us otherwise or we disconnect your account from our network. You may close your account and end your subscription at any time, for any reason, as set out above.

13. We reserve the right to suspend or end your use of Red Protect at any time and without notice if you have or if we suspect you are attempting to (i) failed to pay the relevant fee (as detailed above) in relation to Red Protect (ii) use Red Protect as a means to monitor the activities of any individual without their express consent and authorisation or use Red Protect to harvest personal information about other users for any reason, (iii) transmit content that is unlawful, invasive of another's privacy, or inappropriate, (iv) victimise, harass, degrade, or intimidate an individual or group of individuals for any reason, (v) encourage conduct that would constitute a criminal offence or could give rise to any cause of action (vi) engage in any activity, outside of what is permitted by Red Protect, that otherwise interferes with the use and enjoyment of Red Protect or any of the services provided by Vodafone, by others, or (vii) damage our reputation or that of a third party in way that allows you to circumvent or disable features or technology used in Red Protect unless we specifically allow you to (a) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for any part of Red Protect (b) violate our or any other persons or entities rights (including intellectual property and other proprietary rights).

Trade in

Vodafone Trade in terms and conditions

1. The Trade In offer is available to any prepay or pay monthly customer who is porting in to Vodafone, first time connecting or upgrading their tariff on the Vodafone network.
2. The Trade In device(s) must be presented to Vodafone retail store sales staff prior to completion of the purchase of the new handset to be eligible.
3. Any device(s) meeting the requirements set out in these Terms and Conditions will entitle the owner to a discount off the purchase of a new pay monthly, pre-pay, upgrade or SIM free handset from Vodafone or as a credit against accessories or as "Credit to bill".
4. Trade In values are subject to change from time to time and Vodafone reserve the right to alter Trade In values on various device(s). Trade In values and RRP's on device(s) may vary from channel to channel. The trade-in offer applies to a limited list of device(s). The full list is available in-store. Vodafone will have the final decision on all device(s) values.
5. Vodafone Ireland recommends that you read the Terms & Conditions in full, as they are designed to ensure you receive your Trade In value in full and on time, depending on the condition of your "device" (ie handset/phone or tablet). Accepting these Terms & Conditions are a condition of using the Trade In service in our retail channels. By using this service and completing the sale of a device in a Vodafone retail store, you acknowledge and accept these terms.

Consumers

In these terms, "consumer" means an individual who is not a business, not holding themselves out as a business nor selling devices in the course of a business. By engaging in the Trade In process you agree that:

- You are resident in Ireland and
- You are at least 18 years old and
- You own the device(s) that you wish to sell.
- You are making a new purchase of a device as part of the transaction.
- If you are a consumer, these terms will not affect any rights you may have under any law and which we cannot exclude.

Businesses

By engaging in the Trade In process within a Vodafone business channel, you warrant that:

- You are based in Ireland and
- You are authorized to act on behalf of the business
- The device(s) are owned by the business.

All mobile phone dealers, stock lists and specialist retailers and distributors of mobile phones are excluded from the offers on this site unless a specific exception has been agreed in writing with us or our distributor and Trade In management company Fonua.

Customer Obligations

1. Your device(s) and SIM/memory cards can contain private information, and may enable unauthorized use of mobile network services. It is the responsibility of the customer to remove the SIM card and any content or data from the device(s) before trading in their device(s) Vodafone.
2. If you fail to remove your SIM card or remove any data or content from your device(s), you agree that we are not responsible for any claims, losses or damages relating to the use of the SIM card or any data or content arising before, or after we receive the device(s).
3. Please note that for your security we will destroy any SIM cards or Secure Digital (SD)/memory cards upon receipt of your device(s).
4. Vodafone cannot take responsibility for protecting any information on the device(s) and it is not possible for you to obtain any content from the device(s), whether stored on the device(s) or memory card, once a transaction has been completed. We strongly recommend you back up such information/content before trading any device(s) with us.

Full Working Order

All trade in devices must be in full working condition and meet the following criteria:

- The device(s) must be complete with no missing, damaged, or cracked parts (e.g. a stylus for touch screen phones should be included if the phone was originally supplied with one).
- The device(s) should be fully functional. The device(s) should power up, and should be free from PIN locks. The device(s) should be capable of making and receiving a call. All functionality must work (e.g. Bluetooth, Camera, Wireless). All control buttons (on/off, volume, navigation) and all buttons on the keypad must work. All connection sockets, microphones and speakers should work, and the (IMEI) label should be intact.
- The device(s) must be free from cosmetic damage. The display should be clear and fully intact. There should be no fading, no pixels missing, no cracks and no bleeding on the screen. Touch-screens should be free from major scratching and chips. The back cover should also be free from any major cosmetic damage or cracks. Small amounts of wear and tear are acceptable.
- The device(s) must be free from moisture damage (and signs of moisture damage as signified by the manufacturer's moisture damage indicators). Please note that any liquid that gets inside your device(s) will cause serious permanent damage. Sometimes device(s) will continue to work after liquid has entered but more than likely will stop working within 1 or 2 months. There are tell-tale indicators on some device(s) alerting engineers to moisture damage. Please consult your device's user manual.
- The device(s) must be unlocked from any security locks. In the case of Apple iPhones, the "Find My iPhone" functionality must be deactivated.
- If the device(s) has a flip or slider mechanism, it should open and close properly. If your device(s) do not meet the above criteria, the value will be reduced. We do not accept accessories such as chargers, headsets or the original box as they do not increase the potential value of your device(s).

- The device(s) cleared of all personal content. We recommend you back your information up before you trade in your device. For your security we wipe any remaining data from the device and destroy sim/memory cards.
- If your device suffers from any damage it may affect the final value. Our prices are continually checked against other market leaders so you can be sure of getting a competitive price.

Payments

Payment for your returned device(s) is offered via a Vodafone retail voucher, or via a “credit to bill” function.

We provide payments via a Vodafone Retail voucher which can be used:

- to deduct the price of your new device
- to deduct the price of an accessory or
- to deduct the price of Pay As You Go call credit or bill

The voucher can be used after the sale once Proof Of Purchase (ie a receipt) is supplied. “Credit to bill” allows you to have your Trade In value credited towards your mobile phone account, which will be credited to your next bill, depending on your bill day.

Lost, Blocked, Stolen or Fake devices

1. Lost, Blocked or Stolen devices are devices that have been reported as either lost, blocked or stolen in any of the stolen asset registers maintained by CheckMEND which is operated by Recipero Limited at www.checkmend.com.
2. Devices which are “Lost, Blocked or Stolen” will be dealt with in accordance with Irish law; devices will be held pending a claim from the Gardai Siochana, an insurance company or the registered owner and no amounts will be paid to the person who presents such device(s) to us.
3. "Fake Devices" are counterfeit devices which are manufactured to resemble products made by another company in breach of copyright and intellectual property rights. We will make no payments to customers for Fake devices, which can be identified by their production quality and IMEI numbers.
4. We will inform the relevant authorities if there is any suspicion that there is a deliberate attempt to commit fraud. We may reclaim any money paid to you or a business if it is discovered within three (3) months of the return of a device that the device has either been reported "lost, blocked or stolen" by the (seller of the device,) or the device is discovered to be a Fake Device.
5. All devices that are returned are subject to a check performed by “Checkmend”, using the unique device identifier (the “IMEI”). If the device(s) is flagged as having been reported stolen, lost, or as part of fraudulent activity, then Vodafone will not be in a position to accept the device and will recommend that you contact the Checkmend service directly.
6. We may refuse to pay for any devices which we believe are derived from "Box breaking". Our definition of "Box breaking" is where a business or individual purchases devices with the intention

of reselling the phone and no intention of using the device and SIM card together, as was the original intention of the mobile phone network whose SIM card was provided with the device.

Your personal information Data Protection

The security and protection of your personal information is extremely important to us. We collect and use your personal information to complete the purchase process and contact you as part of the services we provide. Please read our Privacy Policy for more information about why and how we store and use your personal information). We sometimes use other companies to provide the logistics services, and we may need to pass some personal information to these companies, however Vodafone is still responsible for your information. None of your personal details will be shared with any other organisation without your express permission. Vodafone Ireland and Fonua are registered under the Data Protection Act as processors of personal information.

Events Outside Of Our Control

Unfortunately sometimes things happen which we cannot control. Vodafone and Fonua will not be liable or responsible to you for any failure or delay in providing the services or meeting any of our obligations under these terms caused by events outside of our reasonable control, or due to our compliance with any applicable laws or regulations.

Where you hand a Vodafone employee or one of its agents a device(s) for the purpose of a Trade In transaction, this shall constitute an offer by you to sell the device(s) to Vodafone. No contract will be formed until we have accepted your offer. A Trade In transaction is not initiated until a follow-on purchase of a device is planned. Our acceptance may be in one of two ways:

1. by making a payment of a Vodafone Retail voucher* to you in accordance with the "Payments" section above; or via the "Credit to bill" function, or
2. if a payment amount is agreed in writing between us.

Once the device is handed over and payment made, the device cannot be returned under any circumstance.

*Please note that Vodafone Retail vouchers have an expiry date of 12 months after issue.

Information on Trade In and other general matters

We will not be liable for any loss of use, profits or data or any indirect, special or consequential damages or losses, whether such losses or damages arise in contract, negligence or tort, or otherwise in relation to:

1. your use of, reliance upon or inability to use this service;
2. any circumstance that is outside of our reasonable control; and
3. any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into our agreement with you. Nothing in these terms is intended to exclude or

limit our liability for death or personal injury, fraud or any other liability which we may not by law exclude or limit.

4. In all circumstances our maximum liability to you shall be the current value of your handset.

These terms will be governed by and interpreted in accordance with Irish law and you and we both consent to the non-exclusive jurisdiction of the Irish courts.

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