

## 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](http://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](http://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.