

Mobile & tablet insurance terms and conditions



important

Please read this document carefully together with **your** schedule of insurance to make sure **you** understand the cover including conditions and exclusions.

When **you** purchased this insurance **you** selected the appropriate level of cover(s) that most suit **your** needs.

We have not provided **you** with any advice on the suitability of this insurance cover to meet **your** needs.

This policy may be cancelled at any time and please refer to cancellation provisions contained in these Insurance terms and conditions.

mobilephoneinsurancedirect is a trading style of AGS Pier GmbH.

phone | 01-6950630

email | support@mobilephoneinsurancedirect.ie

claim | claims@mobilephoneinsurancedirect.ie

who provides your insurance

This insurance is arranged by AGS Pier GmbH, with a registered office at Hohe Bleichen 8, 20354 Hamburg, Germany. AGS Pier GmbH is a Registered Intermediary, an insurance agent with authorisation according to § 34 d para. 1 GewO (German Trade Regulation) with registration number: D-DWGU-041S5-44.

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Partners Group. Inter Partner Assistance SA, an insurance company regulated and authorised by the National Bank of Belgium under number 0487, with registered office at 166 Avenue Louise, 1050 Brussels, and Company number 0415.591.055. Inter Partner Assistance SA is authorised by the National Bank of Belgium in Belgium and is regulated by the Central Bank of Ireland for conduct of business rules.

Your policy is administered by AGS Pier GmbH (UK Branch).

your device insurance cover

In return for the payment of **your** premium **we** will provide cover to repair or replace **your** device during the period of cover and for the cover(s) specified in **your** Schedule of Insurance and subject to the terms, conditions and exclusions shown below or as amended in writing by **us**.

You can either pay the full premium, for 12 months cover, or **you** may make monthly payments and this will be specified in **your** Schedule of Insurance.

definitions

Throughout **your** policy wherever words and phrases appear in bold they are defined as below.

accessories shall mean items such as but not limited to, chargers, protective cases, headphones and hands free devices but excludes SIM cards and wearables. Evidence of ownership for accessories will need to be provided when **you** are making a claim

accidental damage shall mean any sudden and unforeseen event resulting solely and independently of any other cause in damage to or destruction of **your device** which is neither deliberately caused by **you**, nor caused by the failure or breakdown of **your device**

airtime abuse shall mean airtime charges incurred by unknown persons following the theft of **your device**

cosmetic damage shall mean non-structural damage that does not affect the functionality or operation of the **device** including but not limited to scratches dents and marks caused by normal wear and tear and/or general usage

device means the item(s) insured by **us** and purchased and owned by **you** which were in full working order when **you** purchased this insurance as detailed in **your** schedule of insurance

device age means the age of **your device** at the time of policy inception, or added to an existing policy. To be eligible for insurance the **device** must be less than 36 months old from the date **you** first purchased it. Please be aware that **your** claim will be invalidated if the age of the **device** exceeds the age limit, as detailed in the Conditions and limitations of **your** policy at the time of policy inception.

excess means the amount **you** pay towards each claim

IMEI number shall mean the 15 or 17 digit unique (serial) number used to identify **your device**

liquid damage means unintentional damage caused to **your device** as a result of coming into contact with a liquid

loss means that you are unable to account for **your device** whereabouts and are permanently deprived of its use after reasonable precautions have been taken to protect it and it has not been left **unattended**

proof of purchase means an original receipt and any other documentation provided to **you** at the point of sale, required to prove **your device** was purchased from an approved retail outlet and that the device is owned by **you**. **Proof of purchase** to include the date of purchase, make, model and **IMEI** number of **your device**

mechanical breakdown shall mean **your device** being inoperable due to a sudden and unforeseen fault as a result of the failure of internal electronic or mechanical components or defects when out of the manufacturer's warranty period

proof of usage shall mean evidence that the **device** has been in use since inception of the policy and of which can be obtained from **your** network provider

reasonable precautions shall mean all measures that would be deemed appropriate to expect a person to take in the circumstances to prevent **loss**, **accidental damage** or **theft of your device**, for example: having **your device** in a suitable case, ensuring all standard security measures including PIN and Passwords are utilised and are set to a number other than default or sequential/multiple characters; having **your device** with **you** whilst playing sport or near open water.

territorial limits shall mean **your device** is covered within the United Kingdom, Northern Ireland, Isle of Man, The Channel Islands and the Republic of Ireland and unlimited cover during any one calendar year elsewhere in the world

theft means the unauthorised dishonest appropriation or attempted appropriation of **your device** specified on **your** insurance schedule, by another person with the intention of permanently depriving **you** of it

unattended shall mean when your device is not on **your** person or within **your** sight or where **your device** is out of **your** arms-length reach

we, us, our shall mean Inter Partner Assistance SA a member of the AXA Partners (UK & Ireland) Group

you, your shall mean the private individual or company detailed on the policy schedule who owns the **device** on cover

the levels of cover for your policy

The policy covers **your device** as purchased by **you** and identified in **your** schedule of insurance for;

- Essential (this policy covers **you** against **mechanical breakdown**, **accidental damage** and **liquid damage**)
- Plus (this policy cover **you** against **mechanical breakdown**, **accidental damage**, **liquid damage** and **theft**)
- Premium (this policy cover **you** against **mechanical breakdown**, **accidental damage**, **liquid damage**, **theft** and **loss**)

The policy covers **your device** as purchased by **you** and identified in **your** schedule of insurance for;

accidental damage

If **your device** is accidentally damaged **we** will repair or replace it if unrepairable, subject to **your** policy terms and conditions

mechanical breakdown

If your **device** develops a fault outside of the manufacturer's warranty period **we** will repair or replace it, subject to **your** policy terms and conditions

worldwide cover

If purchasing an annual term policy **your device** is covered during any one calendar year anywhere in the world. If purchasing a recurring monthly policy **your device** is covered whilst **your** policy is valid

theft

If **your device** is stolen **we** will replace it subject to **your** policy terms and conditions. **You** will find details of the cover purchased in **your** schedule of insurance

loss

If **you lose your device** **we** will replace it subject to **your** policy terms and conditions. **You** will find details of the cover purchased in **your** schedule of insurance

liquid damage

If **your device** is accidentally damaged when coming into contact with any liquid **we** will repair or replace it if unrepairable, subject to **your** policy terms and conditions. **You** will find details of the cover purchased in **your** schedule of insurance

accessories

If **your** claim for **your** gadget is approved **we** will replace any **accessories** that were accidentally lost, stolen or damaged at the same time as **your** gadget up to a maximum of €200. If **we** replace **your** mobile phone with a different make or model and this means that **you** can no longer use **your** existing **accessories** **we** will replace them too, up to a maximum of €200

airtime abuse (automatically included in **theft** cover)

If **your device** is stolen **we** will cover **your** airtime charges incurred up to a value of €2,000 and subject to **your** policy terms and conditions. **You** will find details of the cover purchased in **your** schedule of insurance

excess (what you pay)

Details of **your** policy **excess** can be found here <https://www.mobilephoneinsurancedirect.ie/policy-excesses/>

Additional claim **excess** – for any claim made within the first 30 days of inception of **your** policy there will be an additional excess of €40 for all **accidental damage** and **liquid damage** claims and €60 for every **loss** or **theft** claim (and where **loss** or **theft** is included within the cover).

what is not covered

applying to all sections of the policy, **we** will not consider a claim for;

- any large scale manufacturer defect
- any claim where the Insured event occurs outside of the period of insurance
- any new claim for the **device** if there is already an ongoing claim which has not been finalised due to any outstanding referrals and/or is awaiting validation proof that has not yet been supplied
- the policy **excess**
- any claim where all **reasonable precautions** have not been taken
- any claim notified where pre-existing damage is evident and occurred prior to the inception of **your** policy
- any claim where the circumstances cannot be clearly identified i.e. where **you** are unable to confirm the date and time of the occurrence
- any claim made, or any event causing the claim to be made, that occurs within the first 14 days of the inception date of **your** policy
- Any **loss** or **accidental damage** where **your device** is not fitted with an active functioning SIM or where **your** network provider cannot verify the **device** has been in active use since the inception of the policy and up to the event giving rise to the claim
- any claim where **proof of usage** cannot be provided or evidenced and must show the **IMEI** of the **device** on cover
- the cost of replacing any stored data or information including but not limited to tunes, songs, personalised ring tones, pictures, films, graphics, downloaded material or software whether arising as a result of a claim paid by this Insurance or otherwise
- **theft** or **loss** of the **device** where **you** have not notified **your** network provider and blacklisted it within 24 hours of discovery of **loss** or **theft**
- **theft** or **loss** of the **device** left **unattended** when it is away from **your** home
- Any claim for **theft** of **your device** when stolen from a motor vehicle unless the **device** is out of view in either an enclosed compartment, boot or luggage space and the vehicles windows and doors are closed and locked and all security systems are activated. In the event of **theft** of **your device** from a vehicle **we** will require sight of a repair invoice in relation to any damage caused to the vehicle which must be supplied with **your** claim
- **theft** or **loss** of the **device** not reported to the police and/or Report My Loss within 48 hours and where **you** have not obtained valid crime reference number/reference
- any claim presented under **loss** as an alternative to an unsuccessful **theft** claim
- repairs carried out by third party repair centres not authorised or agreed for use by **us**
- correction of **devices** where inadequate repairs have been carried out by third party repair centres

- cosmetic damage that does not affect the functionality or operation of **your device**
- any amount recoverable under any guarantee warranty or other insurance
- Gradual deterioration, mechanical or electrical breakdown of the device or an internal cause affecting the smooth running or functionality of the **device** damage or loss of functionality caused by software viruses
- Loss of use or any other related or connected loss the Insured may incur as a result of **loss, theft** or **accidental damage** to the **device**
- **accidental damage** to the **device** caused by the Insured deliberately neglecting it
- Loss, destruction or damage contributed to or arising from riots, strikes, civil commotion or any act of terrorism
- Any process of heating, drying, cleaning, dyeing, alterations or repair to which the device is subjected to, and any damage caused by solar irradiation
- **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

claims procedure

In the event of a claim **you** must

1. advise the police within 48 hours if there has been **loss** or **theft** of **your device** and obtain a crime reference number. **You** must also inform **your** network provider within 24 hours of discovery of **loss** or **theft** so that they can place a block on **your device**
2. advise **us** by telephone as soon as possible on the claims hotline number 01-6950630 or via email, support@mobilephoneinsurancedirect.ie.
3. provide at **your** own expense a fully completed claim form and all details and evidence as may be reasonably required within 30 days of receipt from the incident date. **We** will not proceed with **your** claim until all required information has been supplied but once **we** have all the required claim form and supporting documentation **we** will confirm **our** decision on **your** claim and guide **you** through **our** repair or replacement process. Where **you** are making a claim for **accidental damage, liquid damage** or **mechanical breakdown** **you** may be asked to send **your** device to **us**. **You** will be responsible for the cost of posting **your device** to **us**
4. in the event of a claim **you** must be able to provide proof of usage from **your** network provider that confirms **your device** has been in use since policy inception and up to the event giving rise to **your** claim
5. in the event of **loss** or **theft** **you** must notify the appropriate air time provider within 24 hours of discovery and blacklist **your** handset, or mobile network enabled **device**.

We will process **your** claim under the terms and conditions of the policy based on the first reason notified to **us**. If **your** claim is not covered and **you** change the reason **we** consider this fraud and as such will be notified to the appropriate agency.

duration of insurance

If **you** have purchased an annual policy it will last for a period of 12 months provided **you** have paid **your** premium. If **you** have purchased a monthly policy it will last for a period of one month and then continue for further monthly periods provided **you** continue to pay **your** monthly premiums when due.

automatic renewal of your policy

For policies purchased with a 12 month term **we** will contact **you** approximately 14 days before **your** renewal date and offer to renew **your** policy. If **we** do not hear from **you** **we** will automatically renew **your** policy to make sure **you** have continuous cover.

For policies purchased with a monthly term **we** will automatically renew **your** policy each month unless **you** advise **us** otherwise.

We may need to change the price of **your** insurance to reflect;

- changes in the provision of the cost of the service
- adverse conditions beyond **our** control which impact the number and frequency of claims
- changes in Law or Regulation increasing the cost of compliance or ability to deliver the service
- increases in inflation

We will provide **you** with at least 30 days written notice of the change which will be sent to **your** email address provided by **you** at the time of purchase of the policy, or to **your** last known address where there is an unsuccessful email submission.

Should **you** be unhappy with any proposed change being made to **your** policy, **you** will have the right to cancel **your** cover in accordance with this policy wording.

conditions and limitations

1. this cover provides unlimited replacements and repairs per **device** during each 12 month calendar period of **your** policy and, in the event of a claim, **your** policy will be updated with the replacement **device** details
2. details of any replacement of the **device** (IMEI/serial number) must be advised to **us** with proof of purchase in writing or by e-mail to **us** (support@mobilephoneinsurancedirect.ie)
3. the **device** age must be less than thirty six months old at policy inception and supported with a valid proof of purchase from a UK/Eire VAT registered company who also provide a 12-month warranty
4. second hand or used devices cannot be covered under this policy, unless such have been purchased either directly from the manufacturer or from a UK/Eire VAT registered company
5. cover under this policy is subject to the payment of the premium by direct debit, credit card or PayPal and premiums being up to date other than during the cooling off period of 14 days where premium is not collected
6. **you** must be at least 18 years of age at the time of policy inception and a Republic of Ireland resident
7. any claim which would be covered under any other **device** insurance policy
8. if **we** replace **your device** **your** policy is automatically updated to ensure cover continues and the damaged item becomes **ours**. In the event of a **loss** or **theft** claim if the **device** is returned or found **you** must notify **us** and send it to **us** if **we** ask **you** to
9. all other costs are specifically excluded that are directly or indirectly caused by the event which led to **your** claim unless specifically stated in this policy unless relating to **airtime abuse** for **your device** up to a maximum of €2,000

cancellation of your policy

If **you** decide that for any reason, this Policy does not meet **your** insurance needs then please return it to **us** within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

If **you** wish to cancel **your** Policy after 14 days, **you** will be entitled to a pro-rata return of premium. **You** may cancel the insurance cover at any time by giving not less than 14 days' notice to **us** in writing to cancellations@mobilephoneinsurancedirect.ie or by contacting **us** on 01-6950630 no refund of premium will be payable.

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

Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions we ask

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

fraud policy

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

fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;

- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge

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

Mobilephoneinsurancedirect also reserve the right to provide **your** details to fraud prevention agencies as well as Law enforcement agencies as appropriate. In the interest of **our** customers **we** validate all claims against Police, Mobile Operators and other monitoring systems through various claims validation platforms which are then further validated by recyclers operating under the Mobile Phone Recyclers Charter.

replacement

This policy is not a replacement as new policy and refurbished items may be used. If **your device** is lost or stolen or cannot be repaired it will be replaced with an identical **device** of the same age and condition or the equivalent cash value taking into account the age and condition of the original **device**. Where quotations for repair are obtained directly from a manufacturer, and **your** claim has been accepted, **we** will provide a cash settlement, less any applicable excess, in settlement.

Please note that it may not always be possible to replace **your device** with the same colour although **we** will try wherever possible.

consumer protection code

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. **You** must tell **us** of any changes to the answers **you** have given as soon as

possible. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

complaints procedure

It is **our** intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should contact the Administrator.

The contact details are

mobilephoneinsurancedirect
AGS Pier GmbH (UK Branch)
Evolution House
New Garrison Road
Shoeburyness
Essex
SS3 9BF
Tel 01-6950630

email support@mobilephoneinsurancedirect.ie

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Services Ombudsman. **You** may contact the Financial Services and Pensions Ombudsman at;

Financial Services Ombudsman Bureau and Pensions Ombudsman
3rd Floor Lincoln House Versicherungsombudsmann e.V
P.O. Box 080632 Lincoln Place Dublin 2
10006 Berlin
Lo Call: 1890 88 20 90

Phone: +353 1 662089949 30 20 60 58 0

Fax: +353 1 6620890

Email: enquiries@financialombudsman.ie

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also be able to raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Services Ombudsman directly.

Concerns regarding the handling of your data

Should **you** have any concerns as to the way that **we** have handled **your** information and **we** have not been able to alleviate **your** concerns please contact:

Data Protection Commission
21 Fitzwilliam Square South
Dublin 2
D02 RD28
Ireland

+353 578 684 800

+353 761 104 800

<https://www.dataprotection.ie>

law applicable to the contract

Unless some other law is agreed in writing, this policy is governed by Irish law. If there is a dispute, it will only be dealt with in the courts of Ireland unless **we** agree to transfer it to another jurisdiction.

AXA Partners Privacy Notice

We are Inter Partner Assistance SA of AXA Partners (UK & Ireland) Group, referred to as "**we/us/our**" in this notice.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as "**you/your**" in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do **we** process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about **you**?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

AXA's full privacy notice

You can access our data privacy notice using the link below.

www.axa-assistance.co.uk

If **you** need any more information, **you** can contact **our** Data Protection Officer:

Data Protection Officer

AXA Partners UK & Ireland

106-108 Station Road

Redhill

RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

AGS Pier GmbH (including UK Branch) Privacy Notice

This Privacy Statement covers the information practices of mobilephoneinsuredirect, a Division of AGS Pier GmbH ('Loveit Coverit'), a Registered Intermediary, an insurance agent with authorisation according to § 34 d para. 1 GewO [German Trade Regulation] with registration number: D-DWGU-041S5-44.

AGS Pier GmbH are a data controller and whose registered office is at;

Hohe Bleichen 8

20354 Hamburg

Germany

We take the protection of **your** privacy and the confidentiality of **your** personal information seriously and this policy sets out how **we** meet our obligations regarding data protection and the rights of **our** customers and prospective customers ('data subjects') in respect of their personal data under relevant Data Protection legislation and the General Data Protection Regulation ('the Regulation').

The Regulation defines "personal data" as any information relating to an identified or identifiable natural person (a data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or by one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person. AGS Pier GmbH is committed not only to the letter of the law, but also to the spirit of the law and places high importance on the correct, lawful, and fair handling of all personal data, respecting the legal rights, privacy, and trust of all individuals with whom it deals.

The Data Protection Principles

We comply with the Regulation which sets out the following principles with which any party handling personal data must comply. All personal data must be:

- processed lawfully, fairly, and in a transparent manner in relation to the data subject;
- collected for specified, explicit, and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific, regulatory or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific, regulatory or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the Regulation in order to safeguard the rights and freedoms of the data subject;
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

How to contact **us** about **your** information

mobilephoneinsurancedirect
AGS Pier GmbH (UK Branch)
Evolution House
New Garrison Road
Shoeburyness
Essex
SS3 9BF

We may respond to enquiries by the police concerning **your** policy in the normal course of their investigations. Where it is necessary to administer **your** policy effectively or to protect **your** interests **we** may disclose the data **you** have supplied to other third parties such as solicitors loss adjusters engineers repairers replacement companies other insurers etc

We may exchange information with third parties for the purposes of fraud protection and credit risk reduction **we** may transfer our bases containing **your** personal information if **we** sell our business or part of it.

statement of demands and needs

This product meets the demands and needs of those who wish to insure their **device** against **accidental damage, mechanical breakdown, liquid damage, loss, and theft** including **airtime abuse**. **We** have not provided **you** with advice on this insurance cover.

