

# Vodafone Care Wearables Insurance Terms and Conditions

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 Europe Insurance N.V. The insurer has appointed Sedgwick Ireland to administer the policy. References to 'we/us/our' relates to Assurant Europe Insurance N.V., Sedgwick Ireland 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 connected to the Vodafone network that is not 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 should be taken into consideration when deciding if this policy is suitable. 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 connected to the Vodafone Network 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. This insurance also covers the strap originally provided with the device at the time of purchase if it is damaged at the same time as the device itself. 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 and not covered on this policy. Where we send you a replacement or repaired item, this will only be sent to an Irish address.

## Credit to your Vodafone account for the inconvenience of being unable to access your services

We will provide you automatically with a credit to your account of €2 per day for the inconvenience of being unable to use the Vodafone network services whilst your mobile device is being repaired or replaced after a successful claim. We will advise you at the point of claim how much credit will be applied to your account based on our expectation in being able to repair or replace your device. If it takes longer than expected to repair or replace your device, you can claim an additional €2 per day for each full day you are unable to access the network up to a maximum value of €30. To claim any additional credit above the initial credit please contact the administrators on 0818 92 77 11 providing details on the time it has taken to complete your claim.

## 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 will vary depending on your device. The exact amount will be confirmed when you purchase your device, and can also be found online at <https://n.vodafone.ie/insurance.html> and in the customer online area <https://myinsurance-ie.care.vodafone.com>.

**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
- Not 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.

## 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.

**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.

**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.

**Accessories** - Items which connect to your mobile device are not covered by this insurance policy (e.g. chargers, cases, SIM cards, memory cards, headphones, any additional straps purchased at any time etc.).

## 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 Europe Insurance N.V. 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](http://Vodafone.ie/mybill)

## **Duration of this Policy**

This insurance has a 3-month minimum term beginning on the day you purchase the insurance. You can withdraw from 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 of the Terms of Business for more information. After this 3-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.

## **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.

## **Sanctions Clause**

The insurer is not legally required to provide cover or any compensation under this insurance, if this would violate any sanction laws and regulations. The coverage and providing of any compensation will then be automatically suspended. As soon as this is permitted again under sanctions laws and regulations, the cover will be reactivated from the day on which the provision of cover is legally permitted again.