

Insurance Terms and Conditions for Mobile Electronics

General Information

This policy provides cover for **your** mobile electronic device as detailed on **your** insurance certificate.

This policy, together with **your** insurance certificate, details what **you** are covered for and what **you** are not covered for. Please read both documents carefully. If **you** do not comply with the conditions, this may result in **your** claim not being covered or affect the amount **we** pay to **you** in the event of a claim. Please contact us immediately if any details in **your** insurance certificate are incorrect.

Some words in this policy have specific meanings. These words are explained in the 'General Definitions' section below.

1. General Definitions

Accessories: All items contained in the original package, but not the **insured device** itself such as chargers, protective cases, carrying cases, headphones, hands-free mounting kits and keyboards.

Country of residence: Republic of Ireland.

Damage/Damages/Damaged: **Damage** caused to **your insured device** by an unintentional drop, fall, or impact occurring at a definable time and place and impairing the functionality or safe use of the **insured device**.

Device age value: The percentage amount of the **purchase price/value** at the date of claim occurrence.

Economic sanction: 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 (**economic sanctions** of the USA only apply insofar as they do not violate European or local legal regulations).

Excess: The pre-defined amount payable by **you** for each valid claim **you** make under **your** insurance policy. The amount of the **excess** may depend on **your insured device's purchase price/value**.

Explosion: Sudden expulsion of energy caused by gases or vapours expanding outwards. It does not refer to the **explosion** of steam or any devices under high pressure.

Fire: Flame outside any source designed for that purpose, or which has left its place of origin and has spread spontaneously.

Insured device: The device and its unique specifications as stated on **your** insurance certificate.

Lightning: An abrupt, natural electric discharge in the atmosphere striking directly on property.

Loss/Losses: Disappearance of **your insured device** in circumstances that do not include **theft** and the whereabouts of the device remain unknown.

Market value: Current retail price (including VAT) of the **insured device** or price of an equivalent product, the latter can include so-called refurbished devices.

New device: The item that was purchased as brand new which was insured within 14 days of its purchase date.

Proof of purchase: Original receipt and any other documentation required to prove **your** device was purchased from a VAT registered company in **your country of residence** – including the date of purchase, make, model, serial and IMEI number of device, where applicable. In case of a claim, this document will be requested.

Purchase price/value: The non-subsidised original **purchase price** of the **insured device** including VAT and excluding any discounts, offers or promotion given by the vendor.

Replacement device: A device that is similar in specification, quality and **market value** to the **insured device**. This can include so-called refurbished devices.

Theft/Stolen: The unlawful taking or removal of **your insured device** by another person with the intent to permanently deprive **you** of it.

Undamaged: The item is in good working condition and free from any internal or external **damage** or defects (e.g. scratches, breaks and malfunctions, among others).

Used device(s): A device under 6 months old which was not insured within 14 days of purchase. This excludes refurbished or second-hand devices unless provided by **us** as a **replacement device**.

Waiting Period: For **used devices** only, an initial period after taking out cover during which **you** would not be insured.

We/Us/Our: simplesurance GmbH (on behalf of the insurer).

You/Your: The natural or legal person who owns the device covered by this policy, as stated on the insurance certificate as "the insured" and who must be above 18 years old at the time this policy is bought.

2. Definition of Insurable Objects

2.1 Insured devices

This policy covers a **new device** or a **used device** that is **undamaged** at the time when purchasing this policy, including **accessories**, as specified below:

Smartphones, mobile phones, tablets, laptops, notebooks, smartwatches.

Used devices are subject to a **waiting period** of 4 weeks from the date of the inception of the insurance policy.

2.2 Uninsured devices

This policy does not cover a device that is:

- older than 6 months at the time of purchase of this policy;
- not mentioned in section 2.1;
- faulty on delivery from the retailer;
- purchased outside **your country of residence**;
- **damaged** at the time and date of purchasing this policy.

3. Definition of insured and uninsured events

3.1 Insured risks, damages and losses

This policy will cover accidental **damage** of the **insured device** due to:

- operating errors;
- breakages;
- dropping the device and liquid **damage** (excluding **damage** or

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- destruction caused by weather conditions);
 - **fire, lightning, explosion**, implosion, overvoltage, induction and short-circuit;
 - vandalism;
 - **theft**; and
 - forceful **theft** (burglary and robbery).
- Additionally, if the option has been purchased together with this insurance policy, **your** device is also protected against **loss**.

3.2 Uninsured risks, damages and losses

The following are not covered under this policy:

- the policy **excess**;
- any **damage** or **loss** occurring if **you** have not paid the premium or any monthly instalment;
- any **damage** or **loss** occurring during the applicable **waiting period**;
- any claim where **you** have not kept the **insured device** in a good state of repair and taken all reasonable steps to prevent **damage**;
- **damage** that is also covered by any warranty;
- consequential **damage** caused by **theft** and/or **loss** of any kind;
- **theft** where the device is visible in a motor vehicle or if it is **stolen** from any building or premises, unless force was used to gain entry to the building;
- breakdown of batteries;
- any software or data installed such as telephone numbers, ringtones, music, pictures, applications or videos;
- **damage** caused as a result of a virus, or **damage** caused by the installation of software or applications, or any costs incurred during reinstallation;
- cosmetic **damage**, such as scratches, dirt and discoloration;
- screen burn-in or pixel errors;
- **damage** that occurred at the time of packing or transporting the **insured device** (excluding dispatch of device after **we** have approved a repair with an assigned repair shop);
- **damage** caused by repairs of the **insured device** that were not authorised by **us**;
- **damage** caused by nuclear hazards, war, hostilities, civil war, revolution, acts of terrorism, riots or insurrections, confiscation, requisition, destruction of the device or **damage** to it by any government, public or legal authority, serial errors and recall actions by the manufacturer;
- **damage** caused by faulty construction, faulty wiring or other error in the assembly of the device;
- costs for adjustments or troubleshooting where there is no fault in the device;
- **damage** intentionally caused by **you**;
- any malfunctions or **damages** that can be corrected by resetting the device to factory settings or cleaning it;
- direct and indirect consequential **damages** and financial **losses**;
- liquid **damage** caused by weather event, e.g. rain, snow, etc.;
- airtime abuse, meaning any airtime charges incurred by unknown persons following the **theft** or **loss** of the device;
- wear and tear or gradual deterioration of performance of **your** device;
- payment of a claim or provision of any other benefit under this policy if **we** are prevented from doing so by any **economic sanction** which prohibits **us** from providing cover under this policy.

4. Geographic scope

This insurance is valid worldwide. If an **insured device** is **damaged** whilst **you** are outside **your country of residence**, shipping costs of the **insured device** to the repair shop and back to **you** are covered insofar as they do not exceed the standard local tariff of **your country of residence**.

5. Insured Amounts, Limits & Excess

5.1 Sum insured

The sum insured is the original **purchase price** of the **insured device** including VAT and excluding any discounts, offers or promotion given by the vendor and it shall be the maximum possible compensation to be paid by **us** in case of a claim minus the applicable **excess**.

5.2 Compensation

If **you** claim for **damage** to **your insured device**, **we** will always attempt to repair it. If **your insured device** cannot be repaired or the cost of the repair exceeds the market or **device age value**, **you** will be entitled to an equivalent, which may be a refurbished, **replacement device**. **We** cannot guarantee that the **replacement device** will be the same colour as the original item. Disposal services of the defective device are excluded.

In the case where the **insured device** cannot be repaired, or in the event that a **replacement device** cannot be provided, **we** will compensate **you** in the form of a cash settlement. The type of compensation (repair/replacement/cash settlement) is solely chosen by **us**.

If **we** determine that **your insured device** needs to be replaced following a valid claim, **we** will endeavour to replace it with an identical, which may be refurbished, device in the same condition as **your originally insured device**.

Any repair of the **insured device** will be guaranteed by **us** for three months, regardless of an expiration or a termination of **your** policy. If the **insured device** has been subjected to changes or design improvements prior to the claim, then these are not insured under this policy. If a repair of the **insured device** creates additional costs to maintain these changes, then these costs are likewise not covered by this policy. **We** will advise **you** of these costs in advance so that **you** may pay them separately.

In case of a cash settlement, the maximum amount **we** will pay **you** is the **device age value** or **market value** of **your** device, whichever is less.

5.3 Device age value

Age of the insured device at claim date	Device age value
up to 6 months	100%
7 - 12 months	80%
13 - 24 months	60%
25 - 42 months	40%

5.4 Excess

In order for a valid claim to proceed, **you** shall pay **us** the respective **excess** before the claim settlement. The **excess** is based on the **purchase value** at the time the **insured device** was purchased, as detailed below:

Purchase price (EUR)	Excess (EUR)
0 - 250.00	35
250.01 - 500.00	50
500.01 - 750.00	75
750.01 - 1,000.00	75
1,000.01 - 1,500.00	100
1,500.01 - 2,000.00	150
2,000.01 - 3,000.00	200
3,000.01 - 4,000.00	250
4,000.01 - 5,000.00	300

In case of **loss** or **theft**, the **excess** is 25% of the **purchase value**.

6. Making a claim

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All claims must be notified as soon as reasonably possible, otherwise if **we** have been prejudiced by the delay **we** may have the right to deny or reduce the claim appropriately.

All Theft and Loss claims: **You** must notify the appropriate local police authority as soon as possible following discovery of a **theft** or **loss** and obtain a crime reference or lost property number.

To start a new claim, **you** will need to submit **your** claim details to **us**. This is done by logging the claim on **our** web portal of ie.simplesurance.de/claims and selecting 'Report a Claim'.

Once selected, follow the instructions on screen. In case of any questions or problems at the time of submitting a claim, please contact **our** Customer Care team at the phone number shown under "Your Intermediary".

You should complete any claim form **you** may be provided with and return it, signed, to **us**, together with any requested supporting documentation including, but not limited to:

- incident or crime reference number or lost property number or police crime report (where applicable);
- **proof of purchase**;
- the **damaged** device (including **accessories**);
- pictures; and/or
- any other documentation **we** reasonably request that is relevant to **your** claim.

We will assess **your** claim, and as long as **your** claim is valid, **we** will organise the repair or replacement of the **insured device** in accordance with this policy. Before **your** claim can be settled, **you** must pay **us** the **excess**. **We** will use **our** network to repair **your** device.

Occasionally, **we** may authorise **you** to use a local repair shop of **your** preference. In this case, **we** will provide **you** with details on how to proceed with the repair. In these circumstances, **you** will need to provide **us** with a quotation with repair cost estimates from this repair shop, containing the device name, serial number and cause of **damage**.

7. General conditions

7.1 Information you must provide

- a) **You** are obliged to provide all information expressly requested and any information that may be material to the conclusion of the insurance policy, truly and in good faith.
- b) **You** are solely responsible for the accuracy of the device identification data provided in the insurance certificate (e.g. serial/IMEI number). Upon receipt of the insurance certificate, please immediately check that these details are correct and report any inaccuracy by sending **us** an e-mail. If **you** do not do this and the device identification data does not correspond with that printed on the insurance certificate, **your** device may not be covered under this policy. Should any of **your** personal details change (such as **your** name or address), please ensure **you** contact **us** as soon as reasonably possible, in order for **your** details to be updated.
- c) For the period of the insurance cover, **you** must keep the **insured device** in an orderly and operational condition and fulfil all duties of reasonable care to prevent or, at least, minimise the risk of **damage**. If **you** fail to do so, subsequent **damages** may not be covered under this policy.
- d) If costs are incurred due to any misrepresentations by **you**, which would otherwise not have arisen if the information would have been accurate, **we** shall reserve the right to charge **you** for these costs.
- e) If **you** intentionally breach any of the obligations stipulated in this policy, **we** may not pay any claim under this policy.
- f) If an obligation is infringed through negligence, **we** shall be entitled to reduce the payment of compensation in accordance with the severity of the culpability. It's **your**

responsibility to prove the absence of negligence.

- g) Except in the case of a fraudulent breach or gross negligence, **we** shall remain obliged to render compensation unless the breach of the obligation had no causal connection to the occurrence or discovery of the insured event.

7.2 Fraud

We treat any instance of suspected or confirmed fraud very seriously, if **you** or anyone acting on **your** behalf makes a false or fraudulent claim, supports a claim with false or fraudulent documentation or exaggerates a claim, **you** will forfeit all rights under the policy with effect from the date the fraud was committed. Should fraud be identified on a claim, **we** reserve the right to cancel the policy **you** have with **us** effective from the date **we** identified the fraud.

We also reserve the right to report all fraudulent activity to the police and fraud prevention agencies. It is to **your** benefit that **we** aim to minimise the volume of fraudulent claims by ensuring that certain checks are carried out as part of the claims process.

7.3 Beginning of the insurance cover, renewals and premium payment

Your policy starts on the date stated in the insurance certificate sent to **you** by e-mail when **you** purchased this insurance policy.

The earliest date of cover will be the day after **you** have purchased this insurance policy and if **you** have paid the relevant premium at the time of sale. Please note that a **waiting period** may apply to **your** insurance policy.

This is an annual policy that can be paid one-time or with monthly instalments. If **you** pay one-time, then **you** will have paid for the full premium at point of sale. If you pay by monthly instalments, **your** premium will be charged **every** month during the term of **your** policy. The due date of each monthly instalment is the monthly anniversary of the date stated in the insurance certificate.

An extension of the insurance cover is possible up to 36 months if it was offered to **you** and the extension was pro-actively confirmed by **you** during the running policy.

7.4 Terminating this policy

Termination by you

You may cancel this insurance policy within 14 days (cooling-off period) of receiving **your** policy documentation by contacting **us** via e-mail at support.ie@simplesurance.de.

Provided no claim has been made, a full refund of premium paid by **you** will be given. The cooling-off period expires prematurely if a claim is paid before the right of cancellation is exercised.

You can cancel **your** insurance policy at any time after the cooling-off period, however no refund will be made after the initial 14 day cooling-off period. If **you** wish to cancel, **you** should contact **us** via e-mail to support.ie@simplesurance.de.

You may also terminate this policy after **you** have made a valid claim.

Termination by us

We are entitled to terminate **your** insurance policy or to change the terms of it with immediate effect if **you**:

- are in breach of the Terms and Conditions;
- have acted dishonestly or provided incomplete information when taking out the insurance policy;
- have purposely misrepresented or failed to disclose the facts when submitting a claim;
- have committed or attempted to commit fraud;
- have deceived **us** or attempted to deceive **us**.

We may cancel the policy if **you** have not paid the premium.

We may also terminate this policy after **you** have made a valid claim. In this case, termination is only possible at the end of the

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month after the claim is settled. If **we** terminate this policy, **we** will give **you** one month's written notice. If the premium payment is not made by the due date according to section 7.3, **we** have the right to terminate the insurance contract and refuse any claims.

Automatic termination

The insurance policy will terminate at the end of the agreed period and written notification of this will not be sent to **you** and no further cover will be considered from this date. The expiration date of **your** insurance policy can be found in the insurance certificate sent to **you** via e-mail.

The insurance policy will also terminate automatically if the repair costs for **your** device exceed the **market value** once the claim has been settled.

This policy will also terminate if **you** permanently leave **your country of residence**.

7.5 Exchange, transfer or sale of the insured device

If, within the framework of a statutory guarantee, **you** cancel the purchase contract of the **insured device** with the vendor, **you** can also terminate the insurance policy and get reimbursed by **us** on a pro-rata basis for the unused portion of the premium paid. The termination will be effective from the date **we** receive **your** written request. Alternatively, **you** have the option, with **our** consent, of crediting the unused premium to a **new device**. If the device is exchanged for a new one of the same type and value during the term of the statutory warranty period, the insurance cover shall be transferred to the **new device**. In order to make a claim, **you** must provide **us** with the corresponding evidence (e.g. delivery note, proof of exchange, etc.).

You may transfer this insurance policy when **you** transfer the **insured device** to someone else aged 18 years or over and whose **country of residence** is the same as **yours** at the time of entering this policy. The new policyholder will be covered for the remainder of the period of insurance and all **you** have to do is:

- notify **us** of the transfer as soon as possible;
- provide **us** with the IMEI and/or serial number of the **insured device**;
- provide **us** with the name, address, date of birth and email address of the new owner.

You must provide the new owner with these policy terms and the **proof of purchase** of the **insured device**. **You** must also advise the new owner to contact **us** in order to provide their explicit consent and acceptance to these policy terms and conditions in order to finalise the transfer of **your** insurance cover.

7.6 Other Insurances

If, at the time of a claim under this policy, there is another insurance policy in force which provides any cover for the same **damage** or **loss**, **we** will only provide subsidiary cover. **You** must give **us** any help **we** may reasonably need to assist **us** with recovering **our loss(es)**.

In the event of a claim, **you** may be asked to provide details of any other contract, guarantee, warranty or insurance that may apply to **your insured device** including, but not limited to, **your** household insurance.

8. Cancelling this policy

The letter of cancellation must be sent via e-mail to support.ie@simplerurance.de. The transmission of data via unencrypted e-mail can entail considerable security risks, such as the disclosure of data due to unauthorised third-party access, loss of data, virus transmission, transmission errors, etc. **You** are responsible for the condition of **your** e-mail account.

Your e-mail account should be capable of receiving documents with attachments up to 5 MB in size at all times and

correspondence from **us** must not be filtered into the spam folder. Please be aware that costs related to postal services are not covered.

9. Complaints

If there is any occasion when **our** service does not meet **your** expectations, please contact **us** using the contact details: simplerurance GmbH, Customer Care Team, Am Karlsbad 16, D-10785 Berlin, Germany.

E-Mail: support.ie@simplerurance.de

Fax: +49 30 688 316 499.

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

The above complaints procedure is in addition to **your** statutory rights as a consumer. If **you** wish to complain about an insurance policy purchased online **you** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>.

For further information about **your** statutory rights contact **your** local Trading Standards Service or Citizens Advice Bureau.

Following this complaints procedure does not affect **your** right to take legal action.

If **you** remain dissatisfied with the final outcome of **your** complaint, **you** have the right to make an appeal to the Financial Services and Pensions Ombudsman. The contact details are:

The Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
Republic of Ireland
D02 VH29

Telephone: +353 1 567 7000

Email: info@fspo.ie

Website: www.fspo.ie

10. Applicable law and jurisdiction

This contract is governed by the laws of the Republic of Ireland unless this is precluded by international law. If there is a dispute arising from this policy, **you** may choose to bring a claim against us in the courts of the Republic of Ireland or the Member State of the European Union where **your** main residence is.

If **you** are not a resident of the European Community, Iceland, Norway or Switzerland or if **your** usual place of residence is not known, then **your** claim will be processed in the Republic of Ireland.

11. Changes to your policy

You can only insure one device per policy. If **you** purchase more than one device at the same time, each device needs to be insured separately by obtaining another insurance policy. Any amendment to the premium or terms and conditions of the policy or to the insurance certificate are only valid if they have been confirmed by **us** in writing.

12. Data Protection

12.1 simplerurance GmbH

We are committed to ensuring that **your** privacy is protected. **We** will use and safeguard any information **you** have disclosed **us** as required by the Data Protection Act 1998. **We** may collect, process

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and or record information about **you**, including **your** Name, date of birth, email address, phone number, home address and other information **you** submit to obtain a quote or purchase an insurance policy;

We will use the information **you** provide to arrange and manage **your** insurance policy. **We** also use it for statistical analyses to improve **our** services and products or the information available to customers and prospective customers before buying their insurance. If **you** agree, **we** will send **you** marketing information such as updates on other insurance products or offers **we** think **you** might be interested in.

We may also need to share **your** information with other companies such as, insurers, reinsurers, credit or checking agencies, organisations such as the Financial Conduct Authority and other selected third parties.

If **you** would like to read the full details of how **we** use **your** personal information, please visit <https://ie.simplerurance.de/privacy>. This page also contains a link to our full Privacy Policy.

Your insurer

This policy is underwritten by White Horse Insurance Ireland dac, a company registered in Ireland with company registration number 306045 and its registered address of Rineanna House, Shannon Free Zone, Shannon, Co. Clare, Ireland.

Your intermediary

simplerurance GmbH, Am Karlsbad 16, D-10785 Berlin, Germany. Insurance Intermediary Financial Services Registry number: 742812.

12.2 White Horse Insurance Ireland dac

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

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

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

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

This notice explains certain aspects of how White Horse Insurance Ireland dac use **your** information and what rights **you** have in relation to **your** personal information, however **you** can obtain more information about how White Horse Insurance Ireland dac use **your** data by reviewing the full Privacy Policy. The Privacy policy is available on White Horse Insurance Ireland dac's website, www.whitehorseinsurance.eu.

Your data will be treated in accordance with the Privacy Policy.