

# Tech Insurance

## Terms and Conditions

### Section A – What’s Insured

#### Damage & Breakdown

We will repair Your Product in the event of sudden and unexpected damage and after the manufacturer warranty has expired for breakdown due to: an electrical or mechanical fault, that affects how the Product works.

#### How to Claim

If You require support and advice if Your Product isn't working, please get in touch with Our customer service experts (see Section J for contact details) who will try to diagnose the problem and confirm whether the fault is due to an electrical or mechanical breakdown.

If the problem is confirmed as an electrical or mechanical fault, but We can't solve the problem over the phone, We will advise on next steps including whether You will need to take Your item to store depending on the size of the Product. We will repair the Product or provide You with a Currys voucher to obtain a replacement Product in one of Our stores (please note the Product Replacement details and the Section B exclusions).

#### 14 Day Fix Promise

To get You back up and running quickly, where We are dealing with the fault, We aim to repair Products within 14 working days.

If We take over 14 working days to resolve the fault, You may request a replacement Product by contacting Us – see Section J – Get in touch for help and support. For more details please see the Product Replacement section.

The 14-day promise period will start on either:

- The day You book in Your Product in one of Our stores.
- The date of Our engineer's first visit when access to the Product is gained.
- The day that We collect Your Product from You.

The 14-day promise period will end:

- When the Product is back in store and You have been informed it is available for You to collect.
- The first delivery date available to return the Product to You.
- When Our engineer completes the repair.

The 14-day promise is subject to allowing Us reasonable access to the Product for assessment and resolution. If We cannot get access to the Product (e.g. You are away), or a password / application lock is preventing access to Your Product the 14-day promise will not start.

If You have purchased a separate service for data recovery (“**Data Recovery**”), once the Data Recovery has been completed and You have been informed the Computing Product has been returned to one of Our stores You must book it in for repair for the 14-day promise to start.

When the Product is still operational and safe to use the 14-day promise will not apply.

The 14-day promise also does not apply:

- if You have contacted the manufacturer or any other third party to carry out the repair direct and the fault is being resolved by the manufacturer or any other third party.
- iPads unless the Find my iPad feature has been disabled.
- the following parts: gas ignition switch, salad drawers, dispenser drawers, remote controls, electrical chargers, cosmetic surrounds and panels.
- when restrictions imposed by the government on the movement of goods and services impacts Our ability to collect, repair and return Your item during the 14 day timeframe.

#### Multiple Failures

- If Your Product has an electrical or mechanical fault after being repaired on three previous occasions, You may request a replacement. This benefit applies on the fourth separate electrical or mechanical fault. If You request a replacement in accordance with this clause the provisions of the 'Product Replacement' section will apply.

#### Repairs outside the Republic of Ireland?

Once You have contacted Us and We have confirmed You have a valid claim, please get a quote for repairing Your Product. If the cost of repair is the equivalent to €150 or less (€300 or less for a laptop), pay for the repair and recover the cost back from Us. You will need a receipt showing the cost of the repair. If the cost of repair is more than €150 (more than €300 for a laptop), please contact Currys customer services (see Section I) prior to proceeding with the repair. For all repairs outside the Republic of Ireland, the additional benefits listed below will not apply.

#### Repair location

The repair will take place in Our repair centre or in home, dependant on Product type. In most cases: Household Appliances will be in-home, TV & Entertainment Products will be via collection and return and Computing & Gadgets will be

drop off and collect from store (if You are not able to get to store then a collection from home can be arranged).

We may at Our sole discretion repair the Product or any part of it using a repair service of Our choice.

#### Product Replacement

If We cannot repair Your Product You will be given a Currys voucher to obtain a replacement Product in one of Our stores. You will have 60 months from the date of issue of the voucher to use the voucher. The value of the voucher will be based on an equivalent or similar specification Product up to a maximum of Your original Product purchase price.

For large domestic kitchen appliances, We will include in addition to the Product replacement settlement the cost of delivery, installation and recycling.

In some instances, at Our discretion where We have directed You to a third party for a repair, a replacement Product may be given by the third party instead of a voucher by Us.

Once We issue You with a Currys voucher to replace Your Product, We will immediately cancel Your Policy with effect from the date of the incident. If You have a Term Policy and We cancel Your Policy You will be entitled to a pro-rata refund of the Policy payment(s) You have paid based upon the number of unexpired Policy months remaining on the Policy for which You have paid.

If We replace Your Product, the original Product will become Our property.

#### Additional Benefits

##### 24/7 Expert Support (This applies to Computing & Gadgets and TV & Entertainment only)

Our expert support service covers a variety of Products from Our Computing & Gadgets and TV & Entertainment Products. Call Our Currys customer services (see Section J for contact details) and We will help You with any 'get started' and 'how to?' questions.

##### Frozen Food Spoilage

If Your Policy cover applies to a Product that is a fridge, freezer or fridge-freezer, You are covered for spoiled frozen food up to a limit of €250 per claim, as a result of breakdown of or damage to the Product. Where You make a successful claim for Your Product the maximum value We will pay for frozen food spoilage over the life of Your Policy is €1,000.

##### Valet Service (This applies to Household Appliances only)

We will provide one valet service for Your Product during the lifetime of the Policy for 'Term' customers. Or once over the period of 5 years for 'Monthly Policy' customers. The valet service is available if Your Policy applies to a Product that is one of the following large kitchen appliances only:

- Washing machines and dishwashers – cleaned and descaled.
- Cookers – trays, grills, interior and exterior cleaned.
- Fridge freezers – defrosted and given an antibacterial clean.

To book an appointment, call Currys customer services (see Section J for contact details)

Please note the valet service is subject to engineers' availability in Your area and We reserve the right to withdraw this service in the event of situations beyond Our control.

### Eligibility

- You must be a minimum of 18 years old and;
- You need to be a resident of the Republic of Ireland.
- Your Product must have been purchased from Us within the previous 45 calendar days and must be in Good Working Order before the Policy starts.

### Eligible Products:

- TV & Entertainment: TV, Projectors, DVD, Blu-ray, Home cinema, Set top boxes, Satellite equipment.
- Household Appliances: Washing Machines, Washer dryers, Tumble dryers, Kitchen Appliances, Vacuum cleaners, heaters and Coolers.
- Computing, Gadgets: Laptops, 2in1 Detachable computers, PC desktops, PC monitors, Tablets, E-readers, Apple, Smart watch, Printers, Scanners, PC peripherals, Cameras, Camcorders, HiFi, Portable audio, GPS, Smart Tech, Games consoles, Telephones, Apple mac, iPad.

### Section B - What is not Insured

- Any breakdown that is covered by the manufacturer's warranty, or a claim resulting from a manufacturer's recall of the Product.
- Household appliances and Products if used for business purposes, for instance; laundry Products in a laundrette / hairdresser / nursing homes, cooking and refrigeration Products in a café or restaurant.
- The replacement of regularly replaced items/consumable items, including:
  - Batteries that are user accessible, for instance detachable or accessible with a screwdriver or similar tool.
  - Bulbs and lamps.
  - Vacuum cleaner belts.
- Losses arising from lack of care, for instance;
  - Repairing or replacing a Product which has been exposed to insect infestation (or similar phenomenon) or human/animal fluid/matter, which has not been professionally cleaned by a VAT registered company prior to submission.
  - Repair or replacement of the Product which has been neglected, abused, misused, or damaged intentionally. You or anyone who has permission to use your product must take reasonable care of the Product.
- Any cosmetic damage (e.g. dents, rust, scratches etc.).
- Any claim where the cause is due to natural events such as flood, storm or other severe weather conditions.
- Any claim due to fire, unless caused by an electrical malfunction within the Product.
- Repair costs incurred by You instructing an unauthorised third party to carry out any repairs on the Product.
- Theft or loss of the Product (or any part of it).
- Any claim for frozen food spoilage due to failure of the public electricity supply.
- Any accessories purchased or provided with the Product.
- Inoperability of the Product caused by withdrawal of services by a third party or by a failure of, fault with or interruption of a utility supply.
- In no event will We be liable for loss or corruption of data, records, downloads, videos, music, applications or information, loss of profits, costs relating to any other policies or plans You have in place, loss or corruption of software, loss of benefit, loss of goodwill or loss of business, or any indirect, special, incidental or consequential loss.
- Any loss suffered if You cannot use the Product.
- Any consequential loss caused to Your property due to a faulty Product. Any such eventuality should be referred to Your Home Contents and or building insurer. For the avoidance of doubt this operates as a non-contribution clause and will not contribute to claims from other insurers.

### Section C - Important Information

"Us, We, Our, TECH Insurance" means :Currys Ireland Limited on behalf of MAPFRE ASISTENCIA Compania Internacional de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE AGENCY IRELAND

"You, Your" means The Person(s) Insured named on Your TECH Insurance Certificate.

- You don't have to buy a TECH Insurance at the same time as You purchase Your new product. If Your Product is under 45 days old and must be in Good Working Order before the policy starts, You can purchase a TECH Insurance, however, the 'Term' Policy offered may vary in length.
- Your TECH Insurance service is provided by MAPFRE ASSISTANCE Agency Ireland.
- Similar insurances may be available from other providers.
- There are statutory rights in place that apply to faulty goods. You can find advice on those rights from Citizens Information or the Competition and Consumer Protection Commission.
- Your household insurance may provide You with some protection for Your Product but:
  - You may not be protected for faults caused by electrical or mechanical breakdown.
  - Portable Products may not be protected.
  - Your annual premium may increase after Your claim.
  - You may have to pay an excess.
- You may cancel this Policy at any time. If You cancel a Term Policy within the first 28 days of purchase, You will be entitled to a full refund (unless You have made a valid repair request). If You have made a repair request or wish to cancel after the first 28 days, You will receive a pro rata refund of the Policy payments You have paid based on the number of full unexpired months of cover remaining. If You cancel a Monthly Policy within 28 days of purchase and You haven't used the service, We'll give You a full refund. After this period, You can cancel Your Monthly Policy at any time, but no refund will be given.
- In the event that Your Product is repaired following a repair request or You use a; Valet / Frozen Food Spoilage (where applicable) or Expert Support service, Your TECH Insurance will continue.
- In the event that Your Product is replaced by Us in accordance with the Product Replacement section in Section A, Your TECH Insurance will automatically terminate. If Your TECH Insurance Policy is terminated in this scenario You will be entitled to a pro rata refund of any Policy payments made for the period after the date of termination of the Policy.
- We will not be responsible for any failure to carry out Our obligations under TECH Insurance if it is caused by any circumstances outside Our reasonable control.
- You must allow Us into Your property at all reasonable times to repair the Product.
- To prevent damage caused by viruses, We strongly recommend that You keep all operating systems and anti-virus software up to date.
- If the Product stores data, We strongly recommend that You back up Your data regularly as We can't guarantee to restore data if Your Product needs repairing.
- Where appropriate fully guaranteed refurbished or generic parts may be used.

## Section D – Cancellation

You may cancel this Policy at any time.

### Term Policy

If You pay up front for a set period of time for Your Policy (Term Policy) and have not made a valid repair request and cancel the Policy within 28 days from date of purchase or receipt of these terms, whichever is later, You will receive a full refund of the Policy payments paid. If You have made a repair request, You will receive a pro rata refund based on the number of full unexpired months remaining on Your Policy.

After 28 days You may cancel the Policy and will receive a pro rata refund of the Policy payments You have paid based on the number of full unexpired months of cover remaining regardless of whether a repair request has been made.

If You no longer wish to have the benefits of Your Term Policy You can provide notice to cancel by calling Currys customer services (see Section J for contact details).

### Monthly Policy

If You have chosen a Monthly Policy You can cancel this at any time by either writing to Us at the email or postal address or, by calling Currys customer services (see Section J for contact details). If You cancel within 28 days of purchase and You haven't used the insurance, We'll give You a full refund. After this period, You can cancel Your Policy at any time, but no refund will be given.

### Our rights to cancel

We may cancel this Policy for any valid reason. A valid reason may include, but are not limited to:

- Where Policy payment(s) are not paid on time. If this happens, We will notify You of this. If the payment is not received (either by Our second attempt to take the payment, or by You making the payment by alternative means) within 14 days from the date on which it was due, Your Policy will be cancelled from the date on which the Policy payment(s) was due without the need for Us to give any further notice to You. We may, at Our discretion, allow this Policy to resume where a payment is made after this 14-day period, but We are under no obligation to do so.
- If You use Your Product to commit a crime or to allow any crime to take place, We will cancel Your Policy immediately and notify You of this in writing.
- Where We reasonably suspect fraud Policy, We may refuse any repair request and cancel Your Policy immediately. You will not be entitled to a refund. We may also take legal action against You.
- If, because of a successful repair request under this Policy, We have issued You with a voucher to replace Your Product We will immediately cancel Your Policy with effect from the date of the incident which gave rise to the repair request.
- Unless otherwise stated above, if We cancel Your Policy We will give at least one month written notice to the last known home or email address You have provided to Us. If You have a Term Policy and We cancel Your Policy You will be entitled to a pro-rata refund of the Policy payment(s) You have paid based upon the number of unexpired Policy months remaining on the Policy for which You have paid.

## Section E – Definitions

Throughout the text certain words have a specific meaning wherever they appear and We have defined these below.

- "Good Working Order" means the Product has no mechanical or electrical faults and is not damaged.
- "Monthly Policy" (as set out in Your TECH Insurance Certificate), Your Policy cover will continue from the Policy 'Effective Start Date' as shown on Your TECH Insurance Certificate until the expiry of 5 years from the Policy 'Effective Start Date', unless it is cancelled by You or Us before then. Cover for breakdown will begin when Your manufacturer's warranty expires.
- "Policy" means, This Tech Insurance terms and conditions, the information You have provided, and the TECH Insurance Certificate form the contract of insurance between You and Us. In return for Your premium, We will provide the cover outlined in this Tech Insurance terms and conditions for the Product shown on Your TECH Insurance Certificate, subject to th Tech Insurance terms and conditions.
- "Product" means the Product which We describe under the heading 'Product Covered' in the TECH Insurance Certificate We have given to You and which remains in force.
- "TECH Insurance Certificate" means the Certificate that shows the specific Product covered by this Policy, the type of Policy Monthly Policy or Term Policy, premium due, payment frequency, significant cover exclusions and the policyholder's details. The certificate does not show the cover You have and You should read this as one document together with Your Tech Insurance terms and conditions.

- "Term Policy" means (as set out in Your TECH Insurance Certificate), Your Policy cover will continue from the Policy 'Effective Start Date' until the 'Policy Expiry Date' as shown on Your TECH Insurance Certificate, unless it is cancelled by You or Us before then. Cover for breakdown will begin when Your manufacturer's warranty expires.
- "Us, We, Our" means Currys Ireland Limited on behalf of MAPFRE ASISTENCIA Compania Internacional de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE AGENCY IRELAND.
- "You, Your" means The Person(s) Insured named on Your TECH Insurance Certificate.

## Section F – Laws and Obligations

### Policy Underwriters

MAPFRE ASISTENCIA Compania Internacional de Seguros y Reaseguros SA, trading as MAPFRE ASSISTANCE Agency Ireland, is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

### The law which applies to the contract

Under European law and the law of the Republic of Ireland, You and We can choose the law which will apply to this contract. We propose that the law of the Republic of Ireland will apply.

### Insurance Act 1936 (Section 93)

All money which is paid or may be paid by Us to You under this Policy will be paid in the Republic of Ireland.

### Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in line with Section 5 of the Stamp Duties Consolidation Act 1999.

### The Consumer Insurance Contracts Act 2019

#### Our Obligations

- We have an obligation to ask clear and direct questions to ensure Your Policy can be accurately underwritten.
- We have an obligation to provide You with all questions which are required to be answered by You before a contract of insurance is entered into.
- We must ensure You answer all questions Your insurer requires to be answered.
- We must abide by the new changes introduced under The Consumer Insurance Contracts Act (2019) with regard to the application of proportionate remedies for misrepresentation. This means.
  - Where there is innocent misrepresentation, We must pay a claim and are not entitled to cancel Your Policy.
  - Where there is negligent misrepresentation and where no claims have been notified, We can cancel Your Policy providing reasonable notice to You. Where a claim has been notified, We may act as We would have done had We been aware of the information when You took out the Policy.
  - Where there is fraudulent misrepresentation, We can cancel Your Policy.

#### Your Obligations

- You are under a duty to answer all the questions asked honestly and with reasonable care.
- You have a duty to pay Your premium within a reasonable time, or in accordance with the terms of the contract of insurance.
- If You become aware after a claim is made of information that would either support or prejudice the claim, You are under a duty to disclose it.
- You may be required upon request to provide information, documents or receipts reasonably necessary to support and/or verify Your claim.
- If You make a false or misleading claim, We are entitled to refuse to pay Your claim, cancel Your Policy and may retain Your premium.

## Section G – Updating Your details / Transferring the Policy

If You need to amend any of Your details, such as Your name\* or address or if You sell or give away Your Product, You can transfer this Policy to the new owner, free of charge.

Please contact Currys customer services (see Section J for contact details) so that We can update Our records. To ensure You get the best service possible it is important the details of the owner of the Product remain up to date.

\*Note: for change of name You will need to provide appropriate documentary evidence of name e.g. Copy of marriage certificate, decree absolute, deed poll certificate etc.



## Section H – Data Protection

We will need to obtain personal information from You to provide You with the Policy of insurance. This means any information obtained from You in connection with this Policy provided to You by Us (or Our subsidiaries) must be collected lawfully and in accordance with Data Protection Legislation.

We use Your personal data in the following ways:

- to provide You with Policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to Our agents who provide services on Your behalf under the Policy;
- to confirm, maintain, update and improve Our customer records;
- to identify and market products and services that may be of interest to You. (subject to Your prior consent);
- to analyse and develop Our relationship with You;
- to help in processing any applications You may make;
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by Us and/or any sectorial organisation in Europe.

Where You have given Your consent, We may share some of Your personal information with Our partner companies or companies within Our group so that they can provide You with information about other products, services and promotions that may be of interest to You by letter, telephone, SMS or e-mail. We will only disclose Your personal information to third parties if:

- it is necessary for the performance of Your Policy of insurance with Us;
- You have given Your consent, including marketing consent; or
- such disclosure is required or permitted by law.

You can change Your mind about Your marketing consent at any time by contacting Our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway or email: [DPO.IRELAND@mapfre.com](mailto:DPO.IRELAND@mapfre.com)

We deal with third parties that We trust to treat Our customers' personal information with the same stringent controls that We apply ourselves.

## Section I – Complaints Procedure

Currys Ireland Limited arranges and administers the TECH insurance on behalf of MAPFRE ASSISTANCE Agency Ireland and are committed to providing You with exceptional customer service. In the event of a complaint, please contact Currys Customer Services on:

Phone Number: 0818 810 575

Email: [insurance@currys.ie](mailto:insurance@currys.ie)

Address: Currys ROI Insurance, PO Box 194, Cramlington, NE23 ODA, UK

If You remain dissatisfied with the outcome or We are unable to resolve Your complaint to Your satisfaction, You have the right to refer Your complaints to the Financial Services and Pensions Ombudsman for investigation.

The Financial Services and Pensions Ombudsman can be contacted at:

Address: Lincoln House,  
Lincoln Place,  
Dublin 2,  
D02 VH29.

Telephone: 0156 77000.

Email: [info@fspoi.ie](mailto:info@fspoi.ie)

## Section J – Get in touch for help and support

Call Our Tech experts on: 0818 810 575

Email: [insurance@currys.ie](mailto:insurance@currys.ie)

Go online to: [www.currys.ie](http://www.currys.ie) Write to Us at: Currys ROI Insurance, PO Box 194, Cramlington, NE23 ODA, UK

If You require any literature in an alternative format such as Braille, audio cassette or large print, please contact Currys customer services.

Calls may be recorded for training and monitoring purposes.