

# Insurance policy information

Insurance policy



# Insurance policy information notice

Collective insurance policy with optional individual enrolment  
EVYRIEWBIE24 « Device Breakdown + Battery Depletion »

Access essential information with just **one click** :

[My coverage](#)

[File a complaint](#)

[Exclusions](#)

[Withdraw my coverage \(within 30 days\)](#)

[File a claim](#)

[Terminate my coverage \(after 30 days\)](#)

Throughout this document :

- “You” refers to the [Policyholder](#)
- “Us” or “We” refers to the [Insurer](#), the company which provides your coverage



Remember, you can click on highlighted terms anytime during your reading for direct access to other definitions, or click [here](#) for a complete list.

Any questions? Contact us at [support@evy.eu](mailto:support@evy.eu)

# Hello!

Your notice includes comprehensive details on policy parties, benefits, claim declarations, and other legal information we are required to disclose to you.

For easier navigation, you can access different policy sections with just **one click** :

## **PART 1** Key parties of your policy

Everything you need to know about key parties and individuals is here: for contact information, look no further.

## **PART 2** Description of your policy

Different policy plans you can choose from.

## **PART 3** Membership and policy operations

Everything you need to know about the management of your policy, such as enrolment, duration, withdrawal period, termination, cost, and payment.

## **PART 4** Your coverage

The description of your coverage, possible benefits, limitations, compensation, territorial scope, exclusions, and more!

## **PART 5** Reporting claims

Encountered an issue? We've got you covered. Here's how to report your claim and the documents you'll need.

## **PART 6** General information

Other legal details we're required to share that aren't directly related to your insurance, plus explanations of important terms found in the notice.

# Key parties of your policy

## Who is Refurbed Marketplace GmbH?

Refurbed Marketplace GmbH is the marketplace through which [You](#) purchased the [Device](#).

## Who is Refurbed Plus GmbH?

Refurbed Plus GmbH is the distributor of the policy, acting as the agent of the Insurer and who offered you the policy. [You](#) can find more information about Refurbed Plus GmbH into the Demands statement document that [You](#) received from [Us](#).

## Who is Evy?

Evy acts as the contract manager and claims handler, serving as your primary contact for questions on your [Coverage](#), expressing dissatisfaction, or reporting issues with your [Device](#) or its [Battery](#).

## Who is Axeria?





That's [Us](#), your insurer, **Axeria Iard**. We're here to protect your [Device](#) and its [Battery](#) and compensate you according to the policy terms if anything happens.

## PART 2

# Description of your policy

Tailor your coverage by choosing from two available [Plans](#), each offering different coverage durations.

Depending on your choice, your [Device](#) and its [Battery](#) will be covered for:

	<b>Plan Breakdown and Depletion 18 months</b>	<b>Plan Breakdown and Depletion 30 months</b>
Coverage:	 Device Breakdown  Battery Depletion	 Device Breakdown  Battery Depletion

Each policy covers only one [Device](#) and its [Battery](#) at any given time.

Your selected [Plan](#) is detailed on your [Membership certificate](#), which was sent to you following confirmation of your membership.

## PART 3

# Membership and policy operations

Evy is your point of contact for your policy operations.

You can contact Evy via the following methods:

- **Customer portal:** <https://refurbed.customers.evy.eu>
- **Email:** [support@evy.eu](mailto:support@evy.eu)

## Policy enrolment


You're eligible for a membership if You are an adult (over 18 years old), reside in Ireland and have purchased a Device through the Refurbed marketplace.

Enrollment in the policy can be completed through the website [www.refurbed.ie](http://www.refurbed.ie), either at the time of your Device purchase or within 12 months afterward.

## Coverage duration

Your membership begins immediately after We confirm it by emailing your Membership certificate, which includes the start date of your Coverage.

Depending on the Plan you choose, your Coverage will start at the end of the 1st year of the Statutory warranty or the Commercial warranty and will remain valid for 18 months or 30 months after which your membership will automatically end.

 If You decide to use the Statutory warranty instead of your Coverage between 12 months and 24 months from the purchase of the Device, the start of your Coverage will be postponed to the end of the 6th year of the Statutory warranty, as described [here](#).

Please note that We reserve the right to refuse or cancel your membership if You fall under regulations involving restrictive measures or asset freezing.

## Right of withdrawal

You can withdraw your policy within 30 days of enrolment without needing to provide any reason. However, if You have benefited from 1 or more free months, this period starts after the payment of your first insurance premium.

To use your right of withdrawal simply log into your Refurbed customer portal at: <https://refurbed.customers.evy.eu>.

If applicable, **You** will receive a full refund of any amount paid within a maximum of thirty (30) calendar days after our services receive your withdrawal request. Upon request submission, your membership and **Coverage** will be nullified.

 **You** can access more information regarding your right of withdrawal by clicking [here](#).

## Policy termination

### Option 1 - Automatically

- If your **Device** is replaced by an **e-Gift card**, your policy will become obsolete, and automatically terminate on the date of replacement. In this case, the full premium is retained.

### Option 2 - At the request of the Insurer

- If a fraud or an attempted fraud during the enrolment is detected.
- After a **Claim**, the termination will take effect on the expiration of a period of one (1) month from the notification.

### Option 3 - At your request

- If your **Device** is lost or completely destroyed (excluding situations covered by your policy), **You** have the option to terminate the policy at any time. **You** will be refunded the portion of the prepaid premium corresponding to the time that the risk is no longer insured, except if **You** have already reached the limits of your **Coverage** for the ongoing insurance year.

Terminate your policy by logging into your **Refurbed** customer portal at: <https://refurbed.customers.evy.eu>.

## Change of situation

**Change of device:** If your **Device** or its **Battery** is replaced by the seller due to a breakdown or any issue covered under the seller's warranty, **You** must notify **Evy** of this change. The replacement **Device** or its **Battery** will continue to be covered under the same **Coverage** as the original device or battery and for the remaining policy duration.

**Change of address:** Should **You** change your address or contact details, please inform **Evy** so **We** can update your information and ensure effective communication with **You** in case of a **Claim**.

## Coverage cost

The price of your premium is calculated based on the chosen **Plan** and the **Purchase value** of the **Device**.

This price is provided to you before policy enrolment and is reiterated in your **Membership certificate** following purchase.

## Premium payment

The insurance premium, which includes all taxes, is payable upfront. Payment of your premium is made upon enrolment at the moment **You** purchase the **Device** on the [www.refurbed.ie](http://www.refurbed.ie) website.

The payment of premiums by the policyholder and any payments that may need to be made by the insurer may only occur, respectively, by direct debit or credit from a bank account opened in the name of the policyholder in a Member State of the European Union, party to the European Economic Area, a member of the Single Euro Payments Area (SEPA), or in the Principality of Monaco. Consequently, the insurer may legitimately refuse any payment made by direct debit from an account opened with an institution located in another territory or in another currency, or refuse to proceed with any payment by credit from such an account or denominated in a currency other than the euro.



## PART 4

# Your Coverage

## Description of your Coverage

Your **Device** is covered for **Breakdown** and its **Battery** is covered for **Depletion** for a period of **18 months** or **30 months** depending on your chosen **Plan**.

## Understanding your Coverage

### ⚡ Device Breakdown

Total or partial malfunction resulting from an internal defect in the **Device** and originating from an electrical, electronic, electromechanical or mechanical phenomenon.

### 🔋 Battery Depletion

#### → For Devices using iOS and for Devices for which a diagnostic is possible:

Battery Depletion means when the capacity of the **Battery** integrated into the **Device** to hold an electrical charge is less than eighty percent (80%) of its original specification.

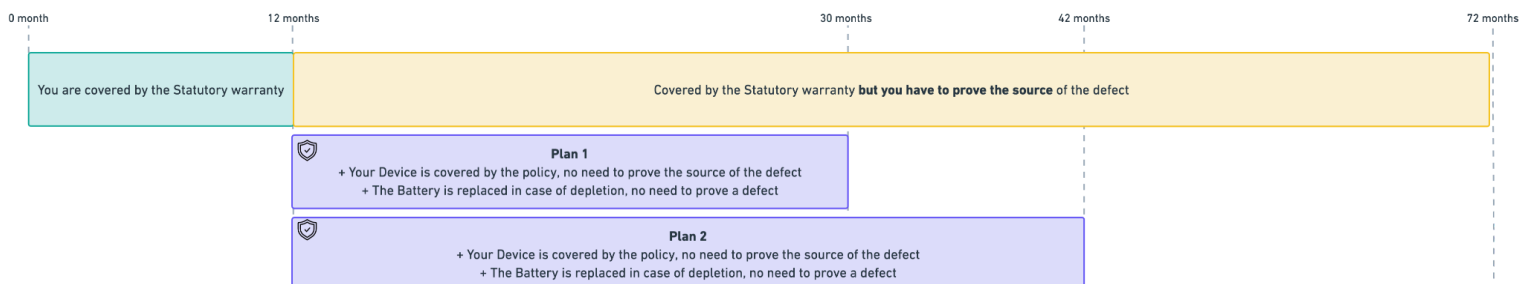
#### → For other Devices:

Battery Depletion means when the duration of a full 100% battery charge results in an autonomy of less than 12 hours with **Moderate use**, or less than 6 hours with **Intensive use**.

## How to understand when my Coverage will start?

Your membership starts as soon as **We** confirm it by sending the **Membership certificate** to your email address. However, your **Coverage** starts at the end of the 1st year of the **Statutory warranty** or the **Commercial warranty**, so 12 months after the purchase of your **Device** and supplements the **Statutory warranty** or the **Commercial warranty**.

To better understand this complementary relationship between your **Coverage** and the **Statutory warranty** or the **Commercial warranty**, please refer to the following explanation:




**You** still wish to use the **Statutory warranty** instead of your insurance policy, the starting date of your **Coverage** will be postponed to the end of the 6th year of the **Statutory warranty**.

## Benefits under your Coverage

In the case of **Device Breakdown**, if the **Device** is repairable, **We** will prioritize repair and **You** will receive your **Device** back in working condition. Should a repair be necessary, **We** may use functionally equivalent replacement parts (which may not be the same color) if the original part is unavailable.

If the **Device** is irreparable (as defined below), **You** will be compensated with an **e-Gift card**, equal to the **Replacement value**, which can be used for purchasing a new device on the **Refurbed** website or mobile app.

 A device is deemed “irreparable” in two cases: either due to a “technical cause”, for example, if replacement parts are no longer available, or due to an “economic cause”, meaning that the cost of repair exceeds the **Replacement value**.

In the case of **Battery Depletion**, **We** will proceed to the replacement of the **Battery** and **We** may use functionally equivalent replacement parts if the original part is unavailable.

## Compensation amount in the case of a Claim

When compensation is warranted for a **Device Breakdown** and issued as an **e-Gift card** usable on [www.refurbed.ie](http://www.refurbed.ie), the **e-Gift card**'s value will match the **Replacement value**.

## Limits to your Coverage

Repairs, replacement and compensation are limited to the **Replacement value per Policy**





### Under Plan 1

**2 Claims** per policy, including a **maximum of 1 Claim for Battery replacement**

Or

**1 Claim for compensation** per policy

It means for one policy and up to the **Replacement value**, You can benefit from:

-  2 repairs, or
-  1 battery replacement and 1 repair, or
-  1 battery replacement or 1 repair and 1 compensation, or
-  1 compensation






### Under Plan 2

**3 Claims** per policy, including a **maximum of 1 Claim for Battery replacement**

Or

**1 Claim for compensation** per policy

It means for one policy, and up to the **Replacement value**, You can benefit from:

-  3 repairs, or
-  1 battery replacement and 2 repairs, or
-  1 battery replacement, 1 repair and 1 compensation, or
-  2 repairs and 1 compensation, or
-  1 compensation

## Exclusions

Not every scenario can be covered by the policy, so the cases listed below are not included. **Please review them thoroughly.**

The following cases and elements are not covered:

### EXCLUSIONS

- When the Claim is due to an *Intentional act*
- When it concerns a case of *loss, theft* or *Breakage* of the Device or its Battery
- When the Claim directly or indirectly arises from a *civil or foreign war, insurgency, acts of terrorism* or *confiscation by authorities*
- When *the diagnosis reveals a condition of the Device or its Battery not justified by the circumstances described by the Authorised user* during the Claim declaration
- Accessories* of the Device
- When the Authorised user *cannot provide the serial number* of the Device and/or *if this number is illegible*
- When the Claim is due *to non-compliance with the usage, connection, installation, and maintenance instructions in the manufacturer's device manual* or those due to *any modification initiated by the Authorised user to the original characteristics* of the Device or its Battery
- When the Authorised user *incurs expenses without our prior agreement or that of Evy* (quotation, activation service, repair, or shipping costs)
- When the Device or its Battery suffers from *aesthetic damages or those that do not impair*

*its proper functioning* (including scratches, chipping, scrapes, discolorations, abrasions, cracks)

- ⊘ When the Claim is due to the *normal wear and tear* of the Device
- ⊘ When the Battery *has been replaced after the original purchase date*
- ⊘ When the Breakdown *is the result of a modification/repair or an attempt to modify/repair the Device by the Authorised user or any Third-party*
- ⊘ When the Breakdown *is the result of a natural disaster*
- ⊘ When the Breakdown *is the result of dryness, corrosion, humidity, electrical surges or excessive temperatures*
- ⊘ When the Device is affected by *Pixel anomalies*, it being understood that a pixel is a small electronic component of the TFT or LCD screen, made up of 3 transistors of color: red, green and blue
- ⊘ When the Claim is due *to the negligence of the Authorised user*: which means leaving the Device in a place where it is not protected from any foreseeable risk of falling or deterioration, leaving the Device outside, under the influence of bad weather - including in rain or snow or wind
- ⊘ When the Device *is affected by electrical damages or damages related to a power surge*

## Geographical scope of your Coverage

**Claims** can be made globally provided that the **Device** was purchased in Ireland on [www.refurbed.ie](http://www.refurbed.ie). For compensation, the **e-Gift card** will be delivered electronically. However, for repairs, your **Device** or its **Battery** must be sent from within the European Union; it cannot be shipped from outside the territory.

## PART 5

# Reporting claims

Evy is your point of contact for filing a **Claim**.

Claims can be filed at the following link:

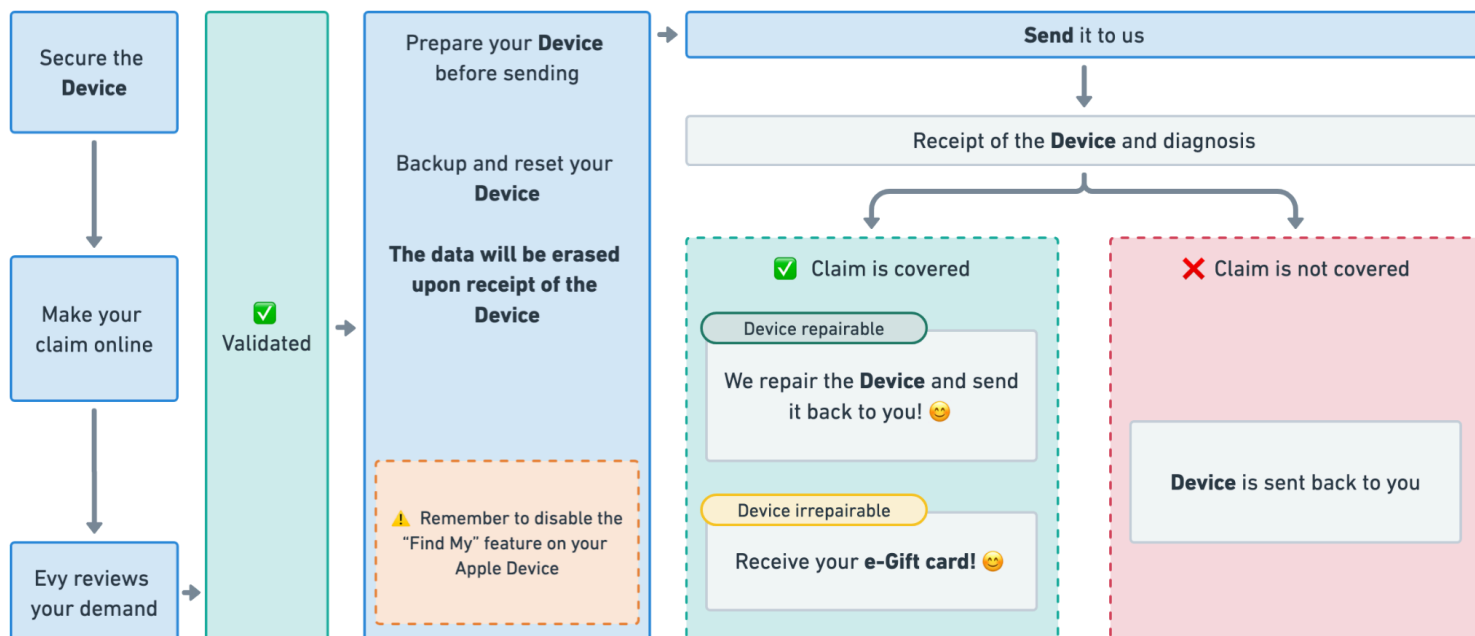
<https://refurbed.customers.evy.eu>

## Timeframe to file a Claim

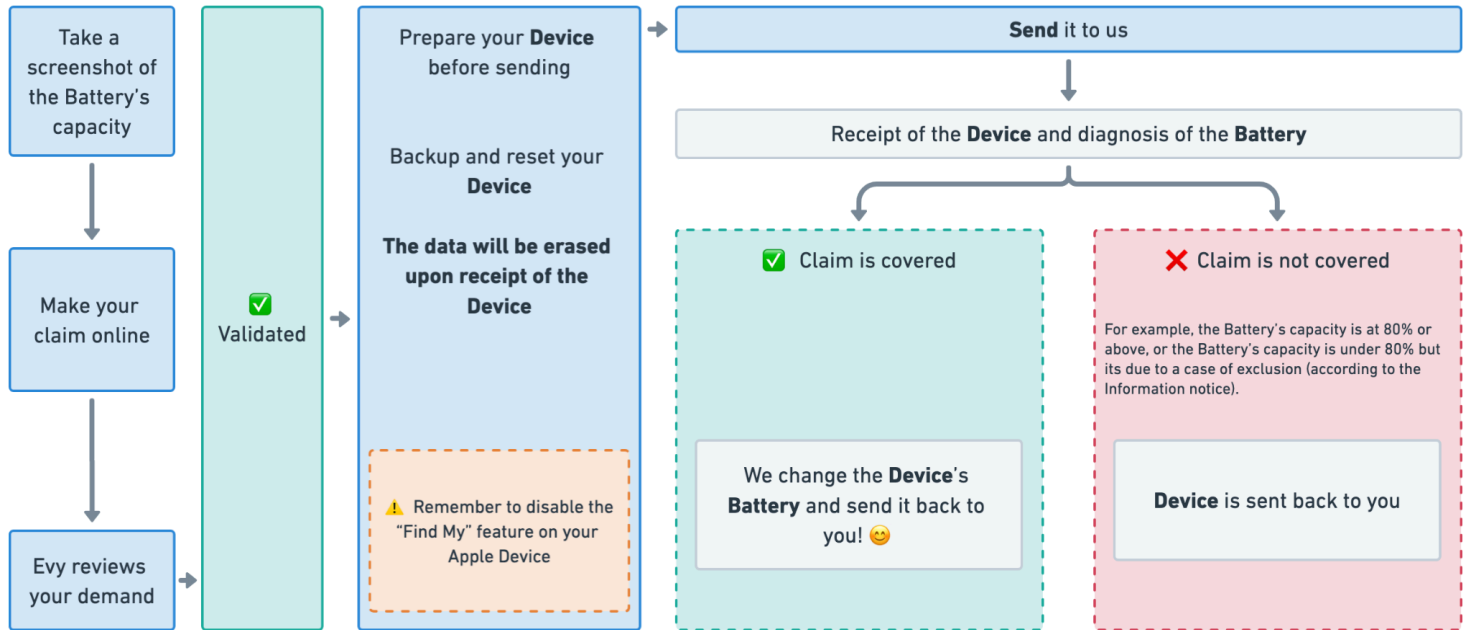
**You** are required to file your **Claim** within **5 working days** from the incident date. **We** provide a detailed, step-by-step guide below to facilitate the **Claim** filing process.

## Filing process - **Device Breakdown coverage**

**Important:** the **Authorised user** must not attempt to repair the **Device** or its **Battery** himself or have it repaired by a third party. **You** will be asked to provide: the circumstances of the Breakdown, the **Device's** references, the **Proof of purchase**, and any other documents necessary to assess your **Claim**.



## Filing process - Battery Depletion coverage



## PART 6

# General information

## Parties of the policy

**Evy** provides customers who purchase products via the [www.refurbed.ie](http://www.refurbed.ie) website with the option to safeguard their purchases from device breakdown or battery depletion by enrolling in the collective insurance policy No. **EVYRIEWBIE24**.

- Subscribed by **Refurbed Plus GmbH**, a company incorporated under the laws of Austria with a share capital of 35 000€, registered on the Trade and Companies register of Austria under the number n°FN 576949f. Its registered office is located at Jakov-Lind-Straße 7, 1020 Vienna, herein referred to as “**Refurbed**”»
- With **Axeria iard**, an insurance company incorporated under the laws of France, limited company with a share capital 38 000 000€ registered on the Trade and Companies register of Lyon under the number n°B 352 893 200. Its registered office is located 129 avenue Félix Faure, 69003 Lyon, and its postal address is located 26 rue du Général Mouton Duvernet - 69003 Lyon, herein referred to as “**Insurer**”
- Through **ProtectRe**, a simplified-stock company incorporated under the laws of France, with a share capital of 1 000€ and registered on the Trade and Companies register of paris under the number n°917 969 479 and with Orias under the number n°22 007 241 ([www.orias.fr](http://www.orias.fr)). Its registered office is located at 38 rue des Mathurins 75008 Paris

The **Insurer** has entrusted the management of the policy to **ProtectRe** which has subdelegated the management of the policy to **Evy Brokerage**, and the management of the claims to **Evy Sp. Z.o.o. ProtectRe, Evy Brokerage** and **Evy Sp. Z.o.o** are herein referred to as “**Evy**”.

## Contacts details for complaints

To file a complaint, You can email **Evy** at the following address:

[complaints@evy.eu](mailto:complaints@evy.eu)

**We** commit to efficiently handling any complaints you submit. **We** aim to acknowledge your complaint within 10 working days and to deliver a response within 2 months from the

complaint's submission date. Should there be exceptional circumstances requiring more time, We will keep You informed.

If there is no response after a **2-month period**, or if the response provided is unsatisfactory, You have the option to refer the matter to the **Financial Ombudsman Service**.

You can contact the Ombudsman through one of the following methods:

- **If your complaint concerns Evy or the Insurer for the management of the contract:**

- Website: [www.mediation-assurance.org](http://www.mediation-assurance.org)
- Email: [le.mediateur@mediation-assurance.org](mailto:le.mediateur@mediation-assurance.org)
- Mail: Médiation de l'assurance TSA 50110 75441 Paris Cedex 09

- **If your complaint concerns the Refurbed for the advice provided:**

- Email: [stefan.trojer@bmaw.gv.at](mailto:stefan.trojer@bmaw.gv.at)
- Mail: Beschwerdestelle über Versicherungsvermittler im BMAW - Stubenring 1, 1010 Vienna, Abteilung VI/A/1

The ombudsman is an external and independent individual from the Insurer. Seeking assistance from the ombudsman is the final amicable recourse before pursuing legal action.

The provisions of this section, regarding the process for filing a complaint, are without prejudice to any other legal actions that You may take at any time.

## Information on the right of withdrawal

The exercise of the right of withdrawal applies if the following 4 conditions are met:

- You have subscribed to this contract for non-professional purposes;
- This contract complements the purchase of a good or service sold by a retailer;
- The contract You wish to withdraw has not been fully executed;
- You have not reported any claims converted by this contract.

Additionally, to avoid overlapping insurance coverage, You are invited to verify that You are not already a beneficiary of a guarantee covering any of the risks covered by this policy.

## Double insurance

To avoid overlapping insurance coverage, You are invited to verify that You are not already a beneficiary of a guarantee covering any of the risks covered by this policy. In such a case, You will be able to cancel your membership if the other insurance coverage predates this one.



## Property

In the event of a compensation for irreparable **Device Breakdown**, ownership of the **Device** will transfer to us.

## Applicable law and language

The language used during the term of your membership is English. Pre-contractual relations and the policy are governed by the laws of Ireland. Any dispute arising from the performance, non-performance, or interpretation of the contract shall fall under the jurisdiction of Irish courts.

## False declarations

Please note that any intentional misrepresentation, omission, misstatement or incorrect declaration with regard to factors constituting circumstances of risk may result in your membership being canceled or your **Claim** being refused by **Us**.

## Personal data

### Transmission of Insured user's data

**We** collect personal information when **You** take out the policy. The provision of this information is necessary for the conclusion, management, and execution of the policy.

Certain data is intended for **Us**, as the data controller, and may be transmitted to our delegates and, where applicable, to our subcontractors or joint data controllers, for the purposes of contract execution (e.g. by **Evy**). The data may also be disclosed to third parties to meet our legal and regulatory obligations (including those related to combating money laundering and terrorist financing, and combating insurance fraud, which may result in listing on a list of persons presenting a fraud risk)

### Purposes of personal data processing

Your personal data is processed by **Us** and **Evy** and/or our delegates in order to:

- Conclude and manage memberships;
- Manage claims;
- Manage complaints;
- Develop statistics and actuarial studies;
- Combat insurance fraud;
- Conduct actions to combat money laundering and terrorist financing;
- Fulfill legal, regulatory and administrative obligations in force.

The processing is based on legal grounds: the legitimate interest of the data controller for the purposes of combating insurance fraud, developing statistics, and conducting actuarial

studies; and your contract for the other purposes mentioned. When the legal basis is the contract, refusal to provide your data results in the inability to conclude it.

In the context of combating insurance fraud, if an anomaly, inconsistency, or report is detected, **We** may register you on a list of persons presenting a fraud risk in order to control our costs and protect our solvency. Before any registration, **You** will be notified individually.

Furthermore, **We**, as well as **Evy**, and/or delegates, may process data for commercial prospecting in order to offer you insurance offers. In this case, the legal basis for processing is your consent.

### Duration of personal data retention

Your personal data will be kept for the time strictly necessary for the provision of the service and the execution of the contract, and in accordance with our data retention policy. Your personal data may also be retained for any additional period required or permitted by applicable legal provisions.

### Rights on your personal data

**You** have the following rights on your data:

- **Right of access**, which allow **You** to confirm whether your personal data is (or is not) being processed or receive a copy of all your personal data.
- **Right of data portability**: it applies to personal data that **You** have provided actively or that has been observed in the context of your use of a service or device for the conclusion and management of your contract.
- **Right to object**: it allows **You** to no longer be subject to commercial prospecting by **Evy** or its partners.
- **Right of rectification**: it allows **You** to request the correction of outdated or incorrect information and to have incomplete information completed.
- **Right to erasure**: it allows **You** to request the deletion of your personal data, subject to legal retention periods.
- **Right to restrict processing**: it allows **You** to limit the processing of your data (no longer being actively processed) in case of unlawful use of your data, if **You** contest the accuracy of the data, or if **You** need the data to establish, exercise, or defend your rights.

To exercise all or part of these rights, please contact our Data Protection Officer by writing to: [dpo@evy.eu](mailto:dpo@evy.eu).

### Data transfer and recording

**We** may transfer your personal data inside the European Union or to other countries, particularly to countries that are not considered to provide a sufficient level of protection according to the European Commission. In order to ensure an adequate level of security, such transfers will be governed by the Standard Contractual Clauses established by the European Commission, or by other appropriate safeguards in accordance to the applicable laws

Phone conversations between **You** and **Us** and/or **Evy** and/or our delegates may be recorded for the purpose of quality control of the services provided. **You** have the option to object to this recording by informing your interlocutor at the beginning of the conversation.

## Control authorities

**Evy** and the **Insurer** are subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution – 4 Place de Budapest, 75436 Paris Cedex 09.

**Refurbed Plus GmbH** is subject to the supervision of the Financial Market Authority Austria.

## Definitions

### Accessories

All accessories of or associated with the Device (e.g. earphones, headphones, hands-free devices, audio headsets, bags, cases, chargers, power supplies, additional cards and cables).

### Authorised user

The Policyholder, their spouse, civil partner and immediate family members living in the same household as the Policyholder.

### Battery

Rechargeable battery integrated into the Device at the date of purchase.

### Claim

A reported event that may trigger the cover provided in accordance with the conditions of the policy.

### Commercial warranty

12-month or 24-month commercial warranty provided by the seller when the Device is purchased [www.refurbed.ie](http://www.refurbed.ie).

### Coverage

Coverage included in the selected plan by the Policyholder and described in policy. Coverage is defined in the section "Your coverage" of the policy.

### Device

Any mobile phone purchased by the Policyholder in Ireland via the [www.refurbed.ie](http://www.refurbed.ie) website.

### e-Gift card

Shopping voucher in the form of a virtual card usable by the Policyholder on the [www.refurbed.ie](http://www.refurbed.ie) website and valid for a period of one year from its issuance.

### Plan

The various sets of covered events or durations offered to the Authorised user. The cover is acquired solely based on the selected Plan as indicated on the Membership certificate.

### Insurer (or Us, or We)

Insurer of the policy, whose information is provided in the section "Parties of the policy".

### Intensive use

Use of the Device in the following context: games, streaming videos, intensive use of applications and connectivity (Wi-Fi, Bluetooth, GPS).

### Intentional act

Intentional act committed to cause a Claim.

### Membership certificate

Document confirming the enrolment to the policy, which includes the personal information of the Policyholder, the chosen Plan, the references of the Device, as well as the amount of the insurance premium and the duration of the cover.

### Moderate use

Use of the Device in the following context: social networks, streaming music, few videos, low-resource (e.g. 3D games are excluded and is deemed as Intensive use).

### Policyholder (or You)

A legal adult (over 18 years) residing in Ireland and who purchased the Device.

### Proof of purchase

Purchase invoice issued by Refurbed, which includes the brand, model, IMEI number, and/or serial number of the Device.

### Purchase value

Unit purchase price inclusive of all taxes and after deduction of any discounts of the Device as stated on the Proof of Purchase.

### Replacement value

Value of the Device of same or similar quality on the Refurbed website on the day the Claim occurs. The Replacement value cannot exceed either the Purchase value or the maximum amount of the price tier.

### Statutory warranty

Statutory warranty for defects under the Irish Consumer Law.

### Third party

Any person other than the Policyholder or the Authorised user.