

Mobile Essential insurance

General Terms and Conditions

Introduction

Tulip Assist insurances are offered by Tulip Assist Insurance Limited (Malta). Please contact the Tulip Assist Customer Service Department with any questions you may have, concerning your insurance, premium collection or claim settlement.

Tulip Assist (Tulip Assist Services B.V.)

Waagstraat 1

9712 JX Groningen, the Netherlands

Chamber of Commerce no.: 58713263

AFM licence: 12045732

Telephone: 0800722449

Email: info@tulipassist.at

Website: www.tulipassist.at

Terms and Definitions

It is important to us that you understand the policy properly. For this reason, we have printed important and difficult terms in *italics* and included '**Important to know**' headings in the policy. These terms in *italics* are explained in detail in Article 13 below.

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Article 1 - What are your obligations?

You are obligated to do everything that may be expected of you to prevent *damage* to your *device* or any other deprivation of your *device* by third parties and to take all respective appropriate measures to prevent *damage* to your *device* or any other deprivation of your *device*.

We also expect you to report any *damage* or other deprivation by third parties (*Insured Event*) to /of your *device* within five days after occurrence of the *Insured Event*. In any case, you need to report an *Insured Event* during the term of the insurance (see Article 6 for further details).

Furthermore, you are obligated to provide us with all the information that is important for the proper and complete handling of your *Insured Event* and your full cooperation in this regard. Please note that incomplete and incorrect information may lead to loss of coverage and therefore your claim being denied. You are fully responsible for the information you provide to us.

Article 2 - What is covered by the insurance?

2.1 - Which devices are covered by this insurance?

The 'Mobile Essential' insurance insures your *device* for *damage* caused by accidental *damage*. All details about the insured *device* can be found on the policy document you received from Tulip Assist. You can insure your *device* within 14 days after purchase on presentation of a valid proof of purchase.

2.1 - What damage is covered by the insurance?

The 'Mobile Essential' insurance covers *damage* caused by, but not limited to:

- a. Dropping;
- b. Impact;
- c. Moisture;
- d. Fire or lightning;
- e. Frost.

2.2 – What damage is not covered by the insurance?

Damage to your *device* is not covered by the insurance if you:

- a. have not taken all necessary action as that may be expected of you to take the best possible care of your *device*.
- b. In any case, 'doing everything' does not include leaving your *device unattended* in a public space or leaving it visible in a means of transport
- c. have stored your *device* in an *unsafe place*;
- d. have stored or left your *device* on (public) transport while it was unlocked;
- e. could have taken better measures in the situation to prevent or mitigate *damage* such as no storage in wet rooms or on work surfaces in kitchens or workshops;
- f. have acted contrary to the instructions for use of your *device*.

Additionally, no *damage* will be compensated either in the case of:

- g. *Loss* of your *device*;
- h. *Damage* to your *device* caused by intent, own fault or recklessness;
- i. Fixed costs for your telephone subscription;
- j. *Damage* to accessories or other items of your *device*;

- k. Loss of data as a result of *damage* to your *device*;
- l. Normal wear and tear, (manufacturer's) guarantee, gradual deterioration of parts, depreciation, *cosmetic damage*, insufficient maintenance;
- m. *Damage* caused during or as a consequence of repair by a party other than Tulip Assist or another party on behalf of Tulip Assist;
- n. *Damage* caused by a postal shipment;
- o. *Damage* caused by abuse, experimenting or viruses;
- p. *Damage* that occurred before the insurance was taken out;
- q. *Damage* that you have reported after your insurance has terminated;
- r. *Damage* caused by natural disasters, armed conflicts, use of weapons;
- s. *Consequential damage* or *damage* covered by another insurance;
- t. *Damage* caused during rental or loan of your *device* or as a result of confiscation;
- u. *Fraud* or *deception*.

Article 3 - Who is insured?

3.1 – Acceptance

Anyone aged 18 or over who has a permanent place of residence in Austria can take out this insurance when purchasing a device from an affiliated provider. Legal entities that have their registered office in Austria can also take out this insurance.

3.2 – Rejection

We are not obliged to accept an insurance application and we may therefore decide to reject it.

We will reject the insurance in the following situations, among others:

- If there is a negative personal or credit check with a credit rating agency.
- If we have rejected or terminated an insurance policy for you in the past.

Article 4 - Where are you insured?

This insurance covers you worldwide for *damage* to your *device*, for example for *damages* that occur while you travel, insofar as you have your permanent place of residency or registered office in Austria. This means that we only offer our insurance to customers based in Austria, but will give them worldwide protection.

Article 5 - Commencement, duration and termination

5.1 – Commencement

When we have accepted your insurance application, you will receive a confirmation email. In the confirmation email, you will receive the policy conditions, the policy schedule, and an information sheet. The commencement date of the insurance can be found on the policy schedule.

5.2 – Duration

The insurance has a minimum term of 30 days and a maximum term of 5 years.

5.3 – Termination

You can terminate the 'Mobile Essential insurance at any time with a termination period of one month. You can cancel your insurance by logging into your account at www.tulipassist.at/login.

Go to the 'My Policies' tab and click on 'Cancel Policy' to terminate your 'Mobile Essential' insurance.

We are entitled to termination of your 'Mobile Essential insurance in the event of certain events specified below. We will terminate your insurance in any case of:

- a. the occurrence of an *Insured Event* (The right to termination lapses if neither party terminates the insurance contract within one month after the end of the negotiations regarding the compensation.);
- b. A claim or several claims for (in total) twice the original purchase value of your *device*;
- c. Reaching the maximum insurance term;
- d. Default of (timely) payment of the premium (see also Article 9.1);
- e. Transfer of ownership of your *device* to another person (within one month after we have become aware of the transfer of ownership and with a notice period of one month);
- f. You moving abroad;
- g. Your death;
- h. *Fraud, deception* or provision of false information when taking out the insurance;
- i. Use of your *device* for criminal activities.

Important to know: We will also file a report with the police if it concerns a breach of criminal law.

5.4 – Cancellation

You may cancel the insurance policy in text form (e.g., letter, e-mail) within 14 days without stating reasons. The period shall commence after you have received the insurance policy, the contractual provisions including the General Terms and Conditions of Insurance and an instruction about the right of cancellation. Timely dispatch of the cancellation shall be sufficient to comply with the cancellation period.

The cancellation must be sent to:

Tulip Assist Services B.V.

Waagstraat 1

9712 JX Groningen, the Netherlands

Telephone: 0800722449

Email: info@tulipassist.at

Or by logging into your account via www.tulipassist.at/login (go to the 'My Policies' tab and click on 'Cancel Policy').

Important to know: In the event of an effective cancellation, the insurance cover shall end and we shall refund to you the part of the premiums attributable to the period after receipt of the cancellation if you have agreed that the insurance cover shall commence before the end of the cancellation period. Your right of cancellation shall expire if the contract has been completely fulfilled by both you and us at your express request before you have exercised your right of cancellation.

Please note that we currently offer the first three months of your insurance contract with us to be free of charge. In this case, there are no reimbursements in the event of cancellation.

Article 6 - What should I do in case of damage?

If you discover *damage* to of your *device*, we expect you to notify us not later than 5 days of becoming aware of the *damage*, by submitting a claim form. The claim form can be found at www.tulipassist.at/login (more information can be found in Article 7 of this policy). Report the *damage* in any case during the term of your insurance. By this we mean that you must be insured at the time of discovery and submission of the *damage*. You can read how to report *damage* in Article 7 of this policy.

Do not prejudice the interests of the *insurer* and do everything in your power to prevent this.

Important to know: We will not compensate the *damage* if you have not reported the *damage* to us within the term of your insurance or in case an *Insured Event* occurs when you are (temporarily) uninsured due to non-payment of the premium on time.

Article 7 - How do I report damage?

Follow the four steps below to report *damage*.

1. File your claim online by logging into your account at www.tulipassist.at/login. Go to the 'My claims' tab and click 'Report claim'.

Important to know: When you report a claim to us and we, after reviewing your reported claim and the information provided by you, decide to settle the claim, you will be charged the deductible. The deductible amount is stated on your policy schedule. More information can also be found in Article 9.2 of this policy.

2. Please follow the instructions we send you by email. This helps us handle your claim as properly and as quickly as possible.

Important to know: Handling your claim can take longer if you do not follow the *insurer's* instructions or if you have not shared all the required information with the *insurer*. In these cases, we may decide not to compensate the *damage* to your *device*. If you need help filling out the claim form or if you have any questions, please contact our Customer Service. More information can be found in Article 11 of this policy.

3. Make a back-up of the data on your *device* before sending your *device* to us. This will prevent the loss of your personal data (photos, phone numbers, etc.).

Important to know: We are not responsible or liable for any loss or corruption of personal data on your *device* as a result of a repair. It is your sole responsibility to make a back-up of your data before you send your *device* to us. Please see Chapter 11 of this policy for further information.

4. Reset your *device* to default settings.

Important to know: We can only repair your *device* if you have deleted your Google or Apple account from your *device*. If you have an Apple device, also remove the 'Find My iPhone' option. After you reset your *device* to default settings, all data on your *device* are

permanently deleted, including but not limited to: photos, videos, contacts and installed applications.

Article 8 - What is reimbursed?

8.1 – In kind

Compensation for *damage* to your *device* will always be paid in kind. We never pay a monetary amount for *damage* to your *device*. We also cover the costs for delivery of the replacement device.

All benefits in kind shall become due upon the occurrence of the *Insured Event* and after verification of the *Insured Event* by us. The due date of any monetary payment shall be determined in accordance with § 11 VersVG. In any case, we endeavour to settle claims as quickly as possible.

8.2 – Repair or replacement

If your *device* is damaged, we reimburse the repair costs as well as the costs for delivery of the repaired device. The repair costs may exceed the current market value of your *device*. In this case, we will replace the *device* instead of repairing it. You will receive a device of the same brand and type. If it is no longer available, you will receive an equivalent device with equivalent functions. This can be either a new or refurbished device. The insurance will automatically transfer to the new device. The *device* we have replaced becomes the property of Tulip Assist Insurance Limited.

8.3 – Limitations

During the term of your insurance, we will cover a maximum of twice the purchase value of your *device*. The purchase price can be found on the policy schedule. We will inform you when you have reached the limit of your insurance. The repair costs may exceed the maximum amount. We will inform you if this is the case. We will then determine together whether you wish to have the *device* repaired for an additional charge or whether you wish to waive the repair and receive a replacement device pursuant to Article 8.2.

8.4 – Subsidiarity

You are not eligible for the ‘Mobile Essential’ insurance if you can claim compensation for the *damage* under another insurance contract or under warranty law provisions or on the basis of guarantees to which you are entitled vis-à-vis the manufacturer of the *device* or the seller.

Article 9 - Payments

9.1 – Premium payment

The costs for your insurance are paid monthly in advance and deducted by direct debit. The deduction is always made before the first calendar day of the month. We may not be able to collect the premium. In this case, we will notify you by sending a payment reminder by email. We will then try to collect it again.

If the second attempt to collect the premium also fails, we will inform you again by sending an email reminder including a payment period of 14 days. If we do not receive a (manual) payment within this payment period, we will (after expiration of these 14 days) terminate your insurance effective on the day following the day of expiry of the 14-day-payment-period upon which you will not have any insurance cover anymore.

If you pay the outstanding premium within one month after the expiry of the 14-day-payment-period, your insurance will become effective again on the day you have paid the premium.

Important to know: Once we have terminated your insurance and you have not paid the premium in arrears within one month after the termination, you can no longer reactivate it. The premium in arrears must still be paid after termination.

9.2 – Deductible

If your claim is approved, we will charge the deductible. The deductible amount can be found on the policy schedule. The deductible is charged for each approved claim and is deducted by direct debit.

Important to know: We only reimburse the *damage* to your *device* after you have paid the deductible.

Article 10 - What happens to my personal data?

10.1 – Privacy

Your personal data is in good hands with us and we do everything possible to protect it. We only process your personal data to prepare and execute the insurance. We may request additional data from your provider if this is necessary. We also use your personal data to prevent and combat *fraud*. Furthermore, your personal data may be used for marketing activities if you have given us your explicit permission to do so.

More information about how we handle your personal data can be found at <https://www.tulipassist.at/kundenservice/datenschutzerklärung>.

10.2 - My details have changed. What do I do now?

If relevant details about you have changed, you need to inform us as soon as possible. This could be a change in your bank details, address or contact details.

You can find our contact details in the Introduction of this document. You can also view and change your own data by logging into your account at www.tulipassist.at/login.

Article 11 - Liability

We are not responsible or liable for:

- a. Loss of or damage to data (photos, phone numbers, etc.) on your *device* as a result of a repair;
- b. Incorrect or improper observance of the instructions we give you.

Article 12 - Other provisions

12.1 – Applicable law

This insurance contract is governed by the laws of the Republic of Austria to the exclusion of its norms of private international law.

12.2 – Competent court

Disputes concerning this insurance contract or its implementation must be submitted to the court in Austria that is locally competent for the *Insured*. In relation to non-consumers, the jurisdiction of the competent courts in Vienna, Inner City (*Wien, Innere Stadt*) is agreed.

12.3 – Language

All contract documents and insurance conditions are published in both German and English. In the event of deviations between the German and English versions of the contract documents and insurance conditions, the German contract documents and insurance conditions will prevail. Communication will be conducted in either German or English at the request of the policyholder.

Article 13 - Terms

The meaning of all terms printed in *italics* in the policy are explained below.

Insurer – Your insurer - as the creator of the insurance product - is Tulip Assist Insurance Limited. The words '**we**', '**us**', '**our**' refer to Tulip Assist Insurance Limited.

Intermediary – Tulip Assist Services B.V. (Tulip Assist) acts as an Intermediary in the conclusion of this insurance contract. Tulip Assist does not give advice.

Authorised agent – Tulip Assist is an Authorised agent and Intermediary of Tulip Assist Insurance Limited and acts as a contact for this insurance. Tulip Assist is a trademark of Tulip Assist Services B.V. and is registered as an Authorised Agent and Intermediary with the Netherlands Authority for the Financial Markets (AFM). The details can be found at:

<https://www.afm.nl/en/professionals/registers/vergunningenregisters/financiele-dienstverleners/details?id=7F6A938B-29FC-E711-80D5-005056BB0C82>.

Insured – You as a natural or legal person are the insured party. The terms '**you**', '**yours**' and '**your**' are used to refer to the insured party.

Insured Event – any *damage* or other deprivation by third parties to or of your *device*.

Device – This is the hardware that is covered by our insurance. The device covered by your insurance is specified in your Tulip Assist policy document.

Insured item – This is the *device* that is covered by our insurance. The term '**device**' is used to refer to the insured item. When we replace your *device* as part of this insurance, the insurance automatically transfers to the new device.

Fraud – Whoever, with the intention of unlawfully enriching himself or a third party through the conduct of the deceived person, induces someone by deception about facts to an act, acquiescence or omission which damages that person or another person's property (sec 146 Austrian Criminal Code).

Deception – This is a situation in which you deliberately mislead us in order to gain an advantage for yourself or another person. For example, by obtaining *damage* compensation to which you are not entitled.

Damage – This refers to damage to your *device* where the *device* is not working properly, and the damage interferes with the daily use of the *device*. This could be a broken screen, moisture in the interior of your *device* or a housing defect that prevents normal use of the *device*.

Cosmetic damage – This refers to damage to your *device* where the *device* is still in full working order and the *damage* does not interfere with the daily use of the *device*. This could be small scratches or dents caused by having your keys in your pocket with your *device*.

Fire damage – This refers to *damage* to your *device* caused by fire and flames where the *device* is not working properly, and the *damage* interferes with the daily use of the *device*.

Lightning damage – This refers to *damage* to your *device* caused by electronic stress from a thunderstorm where the *device* is not working properly, and the *damage* interferes with the daily use of the *device*.

Frost damage – This refers to *damage* to your *device* caused by frost where the *device* is not working properly, and the *damage* interferes with the daily use of the *device*.

Unsafe place – This refers to bags, clothing, furniture in public open spaces (tables, chairs, benches, etc.) where there is a high risk of *damage* or *loss/theft*. Bags and clothing with easily accessible compartments/pockets are also included.

Left unattended – This refers to the situation where you have (knowingly or unknowingly) left your *device* out of your sight or in a place where it is difficult or nearly impossible for you to prevent *damage* or theft.

This also refers to a situation where you have left your *device* in plain sight, but you are so far away from your *device* that it is difficult or nearly impossible for you to prevent *damage* or theft.

Loss – This refers to the situation where you have lost your *device* because you have (knowingly or unknowingly) put it in an unusual place, left it behind or forgotten it. This includes furniture (tables, chairs, benches, etc.) in public places that are freely accessible to everyone as well as in workplaces and homes.

The situation where you have lost your *device* because it fell (unintentionally) out of a pocket or bag is also included.

Consequential damage – This refers to additional damage that you have suffered as a result of *damage* to or *loss/theft* of your *device*. This could include being temporarily unavailable during the period of repair.

General Contract Information for the Mobile Essential Insurance Policy

This document includes information about the insurer, the service offered, the contract and the legal procedures.

1. Information about the insurer

1.1 Identity of the insurer

Your insurance is concluded with Tulip Assist Insurance Limited:

Insurer

Tulip Assist Insurance Limited
Development House
St. Anne Street
Floriana FRN 9010, Malta

Tulip Assist Insurance Limited is registered by the Malta Business Registry in Malta under the following registration number - C80601, with registered office at Development House, St. Anne Street, Floriana FRN 9010, Malta, and is authorised by the Malta Financial Services Authority (Triq I-Imdina, Zone 1 Central Business District, Birkirkara, CBD 1010, Malta) to conduct the insurance business under the Malta Insurance Act (Chapter 403 of the Laws of Malta). Details can be found at <https://www.mfsa.mt/financial-services-register/result/?id=12648>. The insurance contract is concluded on the side of the insurer from Malta.

1.2 Identity of the authorised agent

You take out the Insurance through the authorised agent of Tulip Assist:

Authorised agent

Tulip Assist (Tulip Assist Services B.V.)
Waagstraat 1
9712 JX Groningen, the Netherlands
Chamber of Commerce no.: 58713263
AFM licence: 12045732

Telephone: 0800722449
Email: info@tulipassist.at
Website: www.tulipassist.at

The legal representatives of Tulip Assist Services B.V. are Jeroen Doorenbos and Jeroen Elkhuizen, Groningen (based in the Netherlands).

2. Main activity of the insurer

2.1 The insurer

The main activity of Tulip Assist Insurance Limited is the operation and distribution of non-life insurances.

2.2 The authorised agent

The main activity of Tulip Assist is the operation and distribution of non-life insurances on behalf of Tulip Assist Insurance Limited.

3. Guarantee fund and statutory guarantee scheme

There are no statutory guarantee funds or other compensation schemes applicable to the non-life insurances of Tulip Assist.

4. Information about the insurance conditions

4.1 The insurance conditions

The Mobile Essential insurance is governed by the terms and conditions stated in the policy conditions of the Mobile Essential insurance.

4.2 Information on taking out insurance

When we have accepted your insurance application, you will receive a confirmation email from Tulip Assist. With this confirmation email, you will receive the policy conditions, the policy schedule, and an information sheet. The commencement date of the insurance can be found on the policy schedule.

4.3 Applicable law, Dispute Resolution

This insurance contract is governed by the laws of the Republic of Austria to the exclusion of its norms of private international law. Disputes concerning the insurance contract or its implementation must be submitted to the court in Austria that is locally competent for the insured person. In relation to non-consumers, the jurisdiction of the competent courts in Vienna, Inner City (*Wien, Innere Stadt*) is agreed.

4.4 Language

All contract documents and insurance conditions are published in both German and English. If there are deviations between the German and English versions of the contract documents and insurance conditions, the German contract documents and insurance conditions will prevail. Communication will be conducted in either German or English at the request of the policyholder.

5. Information about the premium

5.1 Premium

The monthly premium (including statutory insurance tax) applicable to your insurance can be found on the policy schedule. In addition, we charge a deductible when you submit a claim to us as described in '5.2 Deductible' below. The premium is based on the value of your device and the amount of the benefits.

5.2 Deductible

If your claim is approved, we will charge you the deductible. The deductible amount can be found on the policy schedule. You will find more information about the deductible in 'Article 9.2 Deductible' in the policy conditions.

5.3 Method of payment

The costs of your insurance are paid monthly in advance and are deducted by direct debit. You can find more information about the details of payment in 'Article 9.1 Premium payment' in the policy conditions.

6. Information about submitting complaints

6.1 Extrajudicial complaint and appeal procedures

We will do everything in our power to handle your claim properly and as quickly as possible. Should you have a complaint about the insurance or its implementation, please contact the Tulip Assist Customer Service:

Tulip Assist Services B.V.

Waagstraat 1
9712 JX Groningen, the Netherlands
Telephone: 0800722449
Email: info@tulipassist.at
Website: www.tulipassist.at

Should we nevertheless be unable to resolve the matter with our Tulip Assist Customer Service, and you still have a complaint about the insurance or its implementation, please submit your complaint to us at:

Email: beschwerden@tulipassist.at

You can also choose to submit your complaint directly to the insurer by sending a letter to it to:

Tulip Assist Insurance Limited
3rd Floor - Development House
St. Anne Street
Floriana FRN 9010
Malta

In addition, you can always consult the European Commission's platform for online disputes at: www.ec.europa.eu/consumers/odr.

6.2 Competent supervisory authority

In addition to the extrajudicial complaint and appeal procedure, you can also turn to the responsible financial authority for your complaint:

Finanzmarktaufsicht (FMA)

Beschwerdewesen
Otto-Wagner-Platz 5
1090 Wien, Österreich
Email: fma@fma.gv.at

Tel: +43 (0)1 24959 3444

Fax: +43 (0)1 24959 3499

Or:

Office of the Arbiter for Financial Services

First Floor

St Calcedonius Square

Floriana FRN 1530

Malta

Telephone: (+356) 21249245

Email: complaint.info@financialarbiter.org.mt

Website: www.financialarbiter.org.mt

You can also address your complaint about the insurer to:

Federal Ministry of Social Affairs, Health, Care and Consumer Protection

Insurance Complaints Office

Stubenring 1, 1010 Vienna

Telephone: +43 (1) 71100 - 862516 or 862501

Email: versicherungsbeschwerde@sozialministerium.at

Or:

Association of Austrian Insurance Companies

Schwarzenbergplatz 7, 1030 Vienna

Email: vvo@vvo.at

Link to the online complaint form:

www.vvo.at/vvo/vvo.nsf/sysPages/Informations_Beschwerdestelle.html

or, if you are a consumer in the sense of § 1 Abs 1 KSchG:

Consumer Arbitration Austria

Conciliation for consumer transactions

Mariahilfer Strasse 103/1/18, 1060 Vienna

Tel.: +43 (0)1 890 63 11

Email: office@verbraucherschlichtung.at

Web: www.verbraucherschlichtung.at

If you wish to make a complaint about the insurance intermediary, you can contact:

Complaints Office on Insurance Intermediaries at the BMDW,

Federal Ministry for Digitalisation and Economic Location,

Department IV/1 (Trade Law)

Stefan Trojer

Stubenring 1, 1010 Vienna

+43 (0)1 71100 805782

Email: stefan.trojer@oesterreich.gv.at

Important to know: These procedures do not affect your right to take legal action.

7. Termination

There is no minimum contract period - you can terminate the 'Mobile Essential' insurance at any time. You can terminate your insurance by logging into your account at www.tulipassist.at/login. Go to the tab 'My Policies' and click 'Cancel Policy' to terminate your Mobile Essential insurance. A termination period of one month applies.

8. Breach of the pre-contractual disclosure obligation

You are obliged to inform us truthfully and completely of all circumstances relevant to our risk-assessment prior to the conclusion of the policy and during the term of the policy ("pre-contractual disclosure obligation"). If you violate your pre-contractual disclosure obligation, we will immediately withdraw from the insurance contract and revoke your insurance cover. This shall not apply if you can prove that there was no intent or gross negligence. You always have the right to object to a decision.

Important to know: A breach of the pre-contractual disclosure obligation does not apply if you can prove that there was no intent or gross negligence.

In the event of withdrawal, your insurance cover will be revoked. If we withdraw from the insurance contract and revoke the insurance cover after the occurrence of a damage to your insured device, we remain obliged to process your claim. However, you are obliged to provide evidence that you have informed us correctly and truthfully. Should you fail to comply with these obligations and have maliciously breached the contract, our obligation to fulfil the contract shall not apply.

Important to know: If your insurance cover is revoked by us, we are entitled to demand a proportionate share of the premium corresponding to the expired contract period.

If you violate the pre-contractual disclosure obligation only by simple negligence or without fault, we can terminate the contract with a one-month notice. Our right to terminate the contract is excluded if we would have concluded the contract even if we had been aware of the non-disclosed circumstances.

9. Your rights of withdrawal

a) Information on the right of withdrawal in accordance with § 5c VersVG

(1) You may withdraw from your insurance contract in writing (e.g., letter, e-mail) within 14 days without giving any reasons.

(2) The withdrawal period begins with the notification of the conclusion of the insurance contract (sending of the or insurance policy), but not before you have received the insurance policy and the insurance conditions including the provisions on the setting or amendment of premiums and this instruction on the right of withdrawal.

(3) The notice of withdrawal must be sent to:

Tulip Assist Services B.V.

Waagstraat 1

9712 JX Groningen, the Netherlands

Telephone: 0800722449

Email: info@tulipassist.at

In order to comply with the withdrawal period, it is sufficient that you send the declaration of withdrawal before the expiry of the withdrawal period.

(4) With the withdrawal, any insurance cover already granted and your future obligations under the insurance contract shall end. If the insurer has already granted cover, it shall be due a premium corresponding to the period of cover. If you have already paid premiums to the insurer that exceed this premium, the insurer must repay them to you without deductions.

(5) Your right of withdrawal expires at the latest one month after you have received the insurance policy including this instruction on the right of withdrawal.

b) Information on the right of withdrawal in accordance with § 8 FernFinG (only for consumers)

(1) If you are a consumer (section 1(1)(2) of the Consumer Protection Act), you may withdraw from the contract or your contractual declaration until the expiry of the period specified in paragraph 2.

(2) The withdrawal period is 14 days. It begins on the day of the conclusion of the contract. However, if you have received the contractual terms and conditions and sales information only after conclusion of the contract, the withdrawal period shall commence upon receipt of all such terms and conditions and information.

(3) The time limit shall be deemed to have been observed in any case if the withdrawal is declared in writing or on another durable medium available and accessible to the recipient and this declaration is sent before the expiry of the time limit.

(4) The right of withdrawal does not apply to contracts with a term of less than one month.

(5) In the event of an effective withdrawal, the insurance cover shall end and you shall receive the part of the premium attributable to the period for which there was no insurance cover due to the withdrawal. In the case of an annual premium, 1/365 of the annual premium will be charged per day. In all other cases, the premium will be divided by the number of insured days for which insurance cover would have existed on the basis of the contract without your withdrawal and you will receive the sum of the pro rata premiums corresponding to the number of days for which no insurance cover existed due to the withdrawal. In the event of withdrawal, you must reimburse any indemnity received.

(6) The reimbursement to you must be made immediately, but no later than 30 days after receipt of the notice of withdrawal. Reimbursement by you must be made without delay, but no later than 30 days from the date of dispatch of the notice of withdrawal.

(7) If you do not exercise the right of withdrawal, the contract shall be deemed concluded for the agreed term.

(8) The declaration of withdrawal is to be sent to:

Tulip Assist Services B.V.

Waagstraat 1

9712 JX Groningen, the Netherlands

Telephone: 0800722449

Email: info@tulipassist.at

10. AGREEMENT ON ELECTRONIC COMMUNICATION

1) In connection with the insurance applied for

1. Tulip Assist Insurance Limited, Development House, St. Anne Street, Floriana FRN 9010, Malta (the "Insurer")

and

2. the insured person ("policyholder")

agree on the permissibility of the transmission of contents relevant to the insurance contract by electronic means in the manner specified below.

(2) The agreement is subject to the conclusion of the insurance contract.

(3) The policyholder has regular access to the Internet. The Insurer may send the terms and conditions of insurance, insurance certificates pursuant to 3(1) of the Austrian Insurance Contract Act (VersVG), declarations and other information to the policyholder electronically to the e-mail address provided by the policyholder in the course of the application.

(4) The Insurer has authorised Tulip Assist Services B.V. to receive notifications and declarations from the policyholder and to issue declarations and notifications to the policyholder, in each case with effect for the Insurer. The policyholder may therefore send all declarations and other information to the Insurer to the e-mail address info@tulipassist.at. Claims notifications shall be submitted via the web portal www.tulipassist.at/login.

(5) Declarations and other information that require the written form (with signature) due to statutory provisions or contractual agreements are excluded from the possibility of electronic transmission.

(6) Each contracting party is obliged to inform the other party of any changes to the electronic address (e-mail).

(7) Notwithstanding the agreed electronic transmission, the policyholder has the right to receive at any time - but only once free of charge - only electronically received insurance conditions, insurance certificates, declarations or other information in paper form.

(8) The agreement on electronic communication may be revoked by either party at any time.

(9) The policyholder agrees to this agreement.

Privacy Policy according to Art 13/14 GDPR

At Tulip Assist, we believe your privacy and the secure processing of your personal data is important. You want to apply for an insurance for your device without having to worry about privacy and online security. We think so too! We will explain how we handle your personal data.

1. Who is responsible for your data?

The following entity is the controller for the processing of your personal data in the sense of Art 4 (7) of the General Data Protection Regulation ("GDPR").

Tulip Assist Insurance Limited ("Controller"; "we" or "us")

3rd Floor, Development House,
St. Anne Street,
Floriana FRN 9010, Malta
Chamber of Commerce number: C 80601

If you have any questions about privacy and security, please contact our Privacy Team at privacy@tulipassist.at.

2. What data do we collect and why?

We collect and process your personal data ("**data**") in different ways based on your consent according to Art 6 (1) a GDPR or based on the fulfilment of our (pre-) contractual obligations according to Art 6 (1) lit b GDPR. We may further process your data based on our legitimate interest according to Art 6 (1) lit f GDPR as well as statutory obligations according to Art 6 (1) lit c GDPR.

What data is collected and processed depends on what you do on our website and whether you have applied for a Tulip Assist insurance or if you are already our customer. We would like to explain which of your data we process in the following:

2.1 Customers

We need to know who you are if you have applied for a Tulip Assist insurance to further fulfil our (pre-) contractual obligations towards you. Therefore, we will ask for your gender, initials, and surname. We also need your address and date of birth as well as your email (to contact you) and payment information (for invoicing).

Further, when you apply for insurance with us, we store the IMEI, EAN and/or Serial number of your phone or device. The IMEI number is a unique code linked to your specific product. The EAN number is linked to the type of product you have. This way, we know for sure that you are really covered by the insurance for the device you bought.

As soon as you have taken out insurance, we link your policy to an insurance number. In addition, we store some product details, such as the type of insurance, the type of device you have insured and the start and end date of your policy.

The processing of above-mentioned data is necessary to administer your insurance contract as well as services associated therewith. The processing is based on the fulfilment of our contractual obligations according to Art 6 (1) lit b GDPR or other relevant special regulations according to the Austrian Insurance Contract Act.

Furthermore, we process your data for internal statistical use and optimisation of our activities based on our legitimate interest according to Art 6 (1) lit f GDPR (feedback queries) as well as statutory obligations according to Art 6 (1) lit c GDPR (e.g., KYC obligations to prevent insurance fraud).

We store the aforementioned data in any case for the duration of active business relationship and beyond that in accordance with statutory retention and documentation obligations (e.g., in accordance with the Austrian Insurance Contract Act, the Austrian Company Code and the Austrian Federal Tax Code).

2.2 Insurance claims

If you submit a claim, we always ask you to fill in a number of details, such as the location of the damage, type of damage, description of the damage, where/how the device was stored, when the damage was discovered, witnesses (witnesses' names and addresses) and third-party liability (such as names and addresses of third parties, reason for the claim, insurance company/owner and the insurance number). In addition, we always link your claim to a specific claim ID. We need this information to handle your claim in the best possible way.

The processing of above-mentioned data is necessary to administer your claim as well as services associated therewith. The processing is based on the fulfilment of our contractual obligations according to Art 6 (1) lit b GDPR or other relevant special regulations according to the Austrian Insurance Contract Act.

We store the aforementioned data in any case for the duration of active business relationship and beyond that in accordance with statutory retention and documentation obligations (e.g., in accordance with the Austrian Company Code and the Austrian Federal Tax Code).

2.3 Newsletter

If you subscribe to our newsletter (available under www.tulipassist.at) or other promotions, we process your data you voluntarily provide, in particular your contact details (such as name, postal address, email address), in order to send you up-to-date information on events and other relevant news by e-mail or postal means at regular intervals. The data processing is based on your explicit consent according to Art 6 (1) lit a GDPR in connection with Section 174 of the Austrian Telecommunications Act 2021. You can withdraw your consent at any time with effect for the future by privacy@tulipassist.at. Your data will be stored until your valid withdrawal.

2.4 Website

We use cookies and log-files for the functioning of our website. In the course of your use of our website, we collect and process the following data: IP address and IP location, referrer URL, number, duration and time of views of your interactions with the website, search engines and keywords you used to find us, information about browser type, device type, screen resolution, internet service provider and operating system. We collect this data automatically with cookies (provided by third parties) based on your consent pursuant to Art 6 (1) lit a GDPR (or in conjunction with Section 165 (3) Austrian Telecommunication Act 2021 in the case of so-called "persistent" cookies, which are stored on your device).

You can refuse the storage of individual cookies via configuration in the cookie banner or you may withdraw your consent to storage at a later time via configuration of your browser. When cookies are stored on the basis of your voluntary consent, your data may be transferred to recipients in third countries outside the EEA, in particular to the US. The European Court of Justice, however, considers that the US does not offer an adequate level of data protection to data subjects; in particular, there is a potential risk that your data may be viewed by US authorities for control and monitoring purposes. With your consent, you agree that cookies from third-party providers in the US or from other insecure third countries may be used and you accept a possible lower level of data protection (Art 49 (1) lit a GDPR).

Cookies that are absolutely necessary for the structure or functioning of the website (technically necessary cookies) cannot be deactivated. If this involves data, the processing is based on our legitimate interest pursuant to Art 6 (1) lit f GDPR to ensure the functionality of the website. The storage period of the respective cookies may vary. For further information on the cookies, we use see information as provided in Cookie Information.

2.5 Customer service & Contact Form

When you contact our customer service, we want to assist you as best we can. To this end, we store the email conversations you have with our customer service staff. Telephone conversations may be recorded for quality purposes. We will always ask for your permission before the recording. Sometimes we will ask you to provide us with specific personal information in an email or during a telephone call. We ask these questions to verify that you are actually the customer associated with the insurance you are inquiring about. We also make notes of our call, so that we know exactly what was discussed should you contact us again.

If you contact our customer service, the data you provide will be processed in order to handle and respond to your inquiry, in particular: name, email, any data provided in the text.

We process the data for the purpose of your contact with us in the context of (pre-)contractual relationships in accordance with Art 6 (1) lit b GDPR. This Data will be stored for the duration of your open inquiry and beyond that in accordance with statutory retention and documentation obligations (e.g., in accordance with the Austrian Company Code and the Austrian Federal Tax Code).

2.6 Profiling and automated decision-making

We sometimes process your data automatically with the aim of evaluating certain personal aspects of you ("**profiling**"). We use profiling in the following cases:

- Due to statutory and regulatory requirements, we are obliged to combat money laundering and terrorist financing. In this context, we also analyse certain data and conduct checks (e.g., PEP checks, sanction checks, credit checks as well as checks of fraud databases, where applicable). These measures also serve to protect you.
- We check if you meet the legal requirements to enter into a valid contract (e.g., age).
- We check your payment and claim history with us.

On the basis of this information and where required, we make fully automated decisions with regard to the conclusion of insurance contracts according to Art 22 (2) a GDPR ("**automated decision making**"). We decide whether a person is eligible for insurance or not and on the amount of insurance fees. For certain individuals, this may mean that they will be excluded from insurance as a result of this automated decision-making.

Automated decision-making is exclusively based on strict predefined rules. When an application for insurance is submitted, the assessment of whether a person is eligible for insurance and the calculation of insurance fees are based on insurance-mathematical criteria and calculations only. These criteria and calculations are subject to regular quality checks.

Further and additional to the rights as set out in Section 5 of this Privacy Policy, we take appropriate measures to ensure that you can exercise your rights i) to obtain human intervention in our automated decision-making, ii) to state your own position and iii) to challenge the automated decision-making.

3. Data Transfers

Your privacy is very important to us. For that reason, we only share certain or specific data with partners and third parties ("**recipients**") if this is necessary, for example, because it is required for your insurance. We never sell your data to third parties.

We have contractually obliged recipients to comply with all relevant data protection laws and, where necessary, concluded agreements according to Art 28 GDPR with recipients who act as our processor in the sense of Art 4 No. 8 GDPR. To ensure that your device is quickly insured and to provide you with the best service, we share your data with the following recipients:

- Tulip Assist Services B.V. (processor);
- Hosting and IT provider (processor);
- Payment provider (processor);
- Communication provider (processor);
- Risk assessment provider (processor);
- If applicable and explicitly agreed: (online) marketing provider (processor);
- If applicable: resellers;
- If applicable: repair companies;
- Banks, tax accountants, lawyers and other accounting or consultant firms. Where legally obliged to, we also transfer your data to public authorities and or institutions.

If the above-mentioned recipients of your data are located outside the European Economic Area and it has not been established by a decision of the EU Commission that the country concerned has an adequate level of data protection, we will ensure that the transfer takes place on the basis of standard contractual clauses (as amended from time to time) or otherwise in accordance with Articles 46, 47 or 49 GDPR.

4. Data Security

Our website offers a secure connection (recognisable by 'https' in the address bar). In addition, our website has the Sertigo RSA certificate. Moreover, we always use the latest security software, so that your data is stored as securely as possible. This is done on our own servers in the Netherlands.

Also, we obliged all our employees, who have access to your data, to the standards as set forth in this privacy policy and we keep a record of who has viewed which data. This way, we always know what happens to your data.

5. Your Rights

5.1 Information and Access

You are entitled to obtain information from us as to which data are being processed and to get access to that data upon your request. We will provide you with one copy of the data undergoing processing free of charge, unless the disclosure may adversely affect the rights and freedoms of others.

5.2 Withdrawing consent

Should you have consented to a specific use of your data by us (e.g., newsletter) you can withdraw that consent at any time, by contacting us under privacy@tulipassist.at.

5.3 Rectification and Erasure

You are entitled to request rectification of inaccurate data or completion of incomplete data concerning you without undue delay.

You are entitled to request erasure of data without undue delay, if

- (i) Data are no longer necessary in relation to the purposes for which they were collected,
- (ii) You object to the processing,
- (iii) Data have been unlawfully processed,
- (iv) Data have to be erased for compliance with a legal obligation applicable to us.

However, we are not obliged to execute such erasure if processing is necessary

- (i) for exercising the right of freedom of expression and information,
- (ii) for compliance with a legal obligation to which we are subject,
- (iii) for the establishment, exercise or defence of legal claims.

5.4 Restriction of Processing

You are entitled to request the restriction of processing of data in the following circumstances and for the following periods of time:

- (i) you contest the accuracy of the data concerning you; restriction of processing may be affected for a period enabling us to verify the accuracy of the relevant data,
- (ii) the processing is unlawful and you oppose the erasure of the data and request the restriction of their use instead,
- (iii) we do no longer need the data for the purposes of the processing, but they are required by you for the establishment, exercise or defence of legal claims,
- (iv) you have objected to processing, for the period until the verification whether our legitimate grounds override those of you.

5.5 Data Portability

You are entitled to data portability, namely to receive your data which you have provided to us and which is processed

- (i) based on the concluded contract,
 - (ii) and by automated means,
- in a structured, commonly used and machine-readable format.

You are entitled to request that the data is transmitted directly to another controller by us, where technically feasible. This right shall not apply to processing necessary for the performance of a task carried out in the public interest or in the exercise of official authority.

5.6 Right to object

You have the right to object, on grounds relating to your particular situation, at any time to processing of data concerning you which is based on our legitimate interests according to Art 6 (1) f GDPR. If you object to processing of your data, we shall cease to process this data unless our legitimate interests to processing your data prevail. In the case of direct advertising, you have a general right of object, which is implemented by us without specifying a particular situation.

5.7 Right to file complaint

If you believe your data protection rights have been infringed in any way, you can complain to the competent supervisory authority. In Austria this is the Austrian Data Protection Authority (Österreichische Datenschutzbehörde, www.dsb.gv.at).

6. Questions and remarks

If you have any questions or remarks about privacy and security, please contact our privacy team privacy@tulipassist.at.