

# Mobile Complete insurance

## General Terms and Conditions

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### Introduction

Tulip Assist insurances are offered by Tulip Assist Insurance Limited. 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: 0800 600 9 123

Email: [info@tulipassist.de](mailto:info@tulipassist.de)

Website: [www.tulipassist.de](http://www.tulipassist.de)

### 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 '**Good to know**' headings in the policy. These terms in *italics* are explained in detail in Article 14 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, theft of 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, theft of your device or any other deprivation of your device.

We also expect you to report any damage, theft or other deprivation by third parties (*Insured Event*) to /of your device within a reasonable timeframe, and if possible, during the term of the insurance (see also Article 6).

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 Complete' insurance insures your *device* for *damage* caused by accidental damage or destruction of the device or deprivation of the device due to theft or robbery. 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 Complete' insurance covers damage caused by, but not limited to:

- a. Dropping;
- b. Impact;
- c. Moisture;
- d. Theft and robbery;
- e. Usage costs resulting from misuse by third parties within 24 hours after covered theft (max. EUR 1,000);
- f. Fire or lightning;
- g. Frost.

### 2.2 – What damage is not covered by the insurance?

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

- a. Did not do everything that may be reasonably 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;
- 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 after repair by a party other than 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 Germany can take out this insurance when purchasing a device from an affiliated provider. Legal entities that have their registered office in Germany 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, for example, the Reporting and Information System (*HIS*) for the German insurance sector of Informa HIS GmbH or another 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 Germany. This means that we only offer our insurance to customers based in Germany, 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 Complete' insurance at any time with a termination period of 30 days. You can cancel your insurance by logging into your account at [www.tulipassist.de/login](http://www.tulipassist.de/login). Go to the 'My Policies' tab and click on 'Cancel Policy' to terminate your 'Mobile Complete' insurance.

We are also entitled to termination of your 'Mobile Complete' 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;
- f. Moving abroad;
- g. Death;
- h. *Fraud, deception* or provision of false information when taking out the insurance;
- i. Use of your device for criminal activities.

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

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

If you discover damage to or theft of your device, we expect you to notify us as soon as possible, in no event later than 5 days of becoming aware of the damage or theft, by submitting a claim form. The claim form can be found at [www.tulipassist.de/login](http://www.tulipassist.de/login) (more information can be found in Article 7 of this policy). Report the damage/theft in any case during the term of your insurance. By this we mean that you must be insured at the time of submission and at the time of the occurrence of the damage. You can read how to report damage/theft in Article 7 of this policy.

If your device is stolen, we expect you to report this to the police as soon as possible. We also expect you to block your SIM card with your provider as soon as possible, not later than 48 hours after you discover that your device was stolen. You can read how to do so in Article 7 of this policy.

If your device is stolen, we will always give the IMEI number of your device to the police. In addition, we may also pass on the IMEI number of the device to providers so that the device can be blocked.

We expect you not to prejudice the interests of the insurer and to do everything in your power to prevent this.

**Good to know:** We normally decide not to compensate the damage if you have not reported the damage or theft to us on time (within the term of your insurance) or if you are (temporarily) uninsured if you have not paid the premium on time.

### Article 7 - How do I report damage or theft?

Follow the five steps below to report damage or theft.

1. In case of theft, block your SIM card with your provider as soon as possible, in no event later than 48 hours after you discover the theft. Report the theft to the police as soon as possible.
2. File your claim online by logging into your account at [www.tulipassist.de/login](http://www.tulipassist.de/login). Go to the 'My claims' tab and click 'Report claim'.

**Good 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.

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

**Good 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.

4. 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.).

**Good 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.

5. Reset your device to default settings.

**Good 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 or theft of your device will always be paid in kind. We never pay a monetary amount for damage to or theft of your device. For unauthorised use of your subscription within 24 hours of the theft of your device, we will pay a monetary amount up to a maximum of EUR 1,000. We also cover the costs for delivery of the replacement device.

## 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. If a stolen device is recovered after it has been replaced, the recovered device becomes the property of Tulip Assist.

## 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 Complete’ insurance if you can claim compensation for the damage under another insurance contract.

## 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.

**Good 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.

**Good 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.de/kundenservice/datenschutzerklärung>.

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

If relevant details about you have changed, we expect you 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 Article 13. You can also view and change your own data by logging into your account at [www.tulipassist.de/login](http://www.tulipassist.de/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 – Limitation period

Claims arising from the insurance contract lapse after three years. The calculation of the limitation period is based on the general provisions of the German Civil Code. If a claim for insurance payment has been filed, the limitation period will not exceed the time when our decision reaches the claimant in writing.

### 12.2 – Applicable law

This insurance contract is governed by the law of the Federal Republic of Germany.

### 12.3 – Competent court

Disputes concerning this insurance contract or its implementation must be submitted to the competent national Courts in Germany.

### 12.4 – 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 English contract documents and insurance conditions will prevail. Communication will be conducted in both German and English.

## 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 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 person are the insured party. The terms ‘you’, ‘yours’ and ‘your’ are used to refer to the insured party.

**Insured Event** – any damage, theft 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** – By fraud we mean the situation in which you:

- a. try to gain an unfair advantage;
- b. want to harm/deceive other parties;
- c. want to enable one of the above situations.

**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 Complete Insurance Policy

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This document includes information about the insurer, the service offered, the contract and the legal procedures. The information contained in this document corresponds to Section 1 of the Regulation on Information Obligations for Insurance Contracts (VVG-*Informationspflichtenverordnung, VVG-InfoV*).

## 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

The legal representatives of the Insurer are the members of the Board of Directors: Elizabeth Carbonaro (Chairperson), Jeroen Doorenbos, Jeroen Elkhuisen, Michael Aroskin and Joseph Mary Rizzo.

Tulip Assist Insurance Limited is registered 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 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>.

### 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: 0800 600 9 123  
Email: [info@tulipassist.de](mailto:info@tulipassist.de)  
Website: [www.tulipassist.de](http://www.tulipassist.de)

The legal representatives of Tulip Assist Services B.V. are Jeroen Doorenbos and Jeroen Elkhuisen, 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 Complete insurance is governed by the terms and conditions stated in the policy conditions of the Mobile Complete 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

This insurance contract is governed by the law of the Federal Republic of Germany. Disputes concerning this insurance contract or its implementation must be submitted to the competent national courts in Germany.

### 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 English contract documents and insurance conditions will prevail. Communication will be conducted in both German and English.

## 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: 0800 600 9 123  
Email: [info@tulipassist.de](mailto:info@tulipassist.de)  
Website: [www.tulipassist.de](http://www.tulipassist.de)

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.de](mailto:beschwerden@tulipassist.de)

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

If your complaint has not been dealt with satisfactorily, you may address complaints with a value of up to EUR 100,000 to the responsible authority:

### **Versicherungsombudsmann e. V.**

PO Box 08 06 32  
10006 Berlin  
Telephone: 0800 / 3696000  
Fax: 0800 / 3699000  
Email: [beschwerde@versicherungsombudsmann.de](mailto:beschwerde@versicherungsombudsmann.de)

You can use the procedure at the Versicherungsombudsmann free of charge. In addition, you may take legal action yourself. In addition, you can always consult the European Commission's platform for online disputes at: [www.ec.europa.eu/consumers/odr](http://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:

### **Federal Financial Supervisory Authority (BaFin)**

Graurheindorfer Str. 108  
53117 Bonn  
Germany  
Telephone: 0228 / 4108-0  
Fax: 0228 / 4108-1550  
Email: [poststelle@bafin.de](mailto:poststelle@bafin.de)

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](mailto:complaint.info@financialarbiter.org.mt)  
Website: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt)

If all of the foregoing courses of action have failed to provide you with a desired and satisfactory result, you may file your claim with the competent German court.

## 7. Termination

There is no minimum contract period - you can terminate the 'Mobile Complete' insurance at any time. You can terminate your insurance by logging into your account at [www.tulipassist.de/login](http://www.tulipassist.de/login). Go to the tab 'My Policies' and click 'Cancel Policy' to terminate your Mobile Complete insurance. A termination period of 30 days applies.

## 8. Breach of the pre-contractual disclosure obligation

According to Section 19 (5) of the German Insurance Contracts Act (VVG), you are legally 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"). You are obliged to inform us in all cases. 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 (See also Article 12.1 of the General Terms and Conditions).

**Good 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 or theft 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.

**Good 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.

# Cancellation Policy

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This document includes information on the right of cancellation, the consequences of such cancellation and other special notes. The information contained in this document corresponds to Section 8 of the German Insurance Contracts Act (VVG).

## Cancellation Policy

### 1. Right of cancellation

You may cancel the insurance policy in text form (e.g. letter, fax, 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, the further information pursuant to Section 7 (1) and (2) of the German Insurance Contract Act (VVG) in conjunction with Sections 1 to 4 of the VVG Information Duties Ordinance (VVG-*Informationspflichtenverordnung*) and these instructions, in each case in text form, but not before we have fulfilled our obligations pursuant to Section 312i (1) sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) in conjunction with Article 246c of the Introductory Act to the German Civil Code (*Einführungsgesetz zum Bürgerlichen Gesetzbuch*). 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: 0800 600 9 123  
Email: [info@tulipassist.de](mailto:info@tulipassist.de)

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

### 2. Consequences of cancellation

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. In this case, we may retain the part of the premium attributable to the period up to receipt of the cancellation. The portion of premiums attributable to the period up to receipt of the cancellation is calculated based on the number of days insured multiplied - depending on the type of premium payment - by 1/360 of the annual premium, 1/180 of the half-yearly premium, 1/90 of the quarterly premium or 1/30 of the monthly premium or 1/360 of the single premium, this divided by the contract period in years. The refund of amounts to be repaid shall be made without delay, at the latest 30 days after receipt of the cancellation. If the insurance cover does not commence before the end of the cancellation period, the effective cancellation shall result in the return of benefits received and the surrender of benefits derived (e.g. interest).

### 3. Special notes

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.

**- End of the Cancellation Policy –**

Annex to the right of cancellation for contracts in electronic business transactions

**Obligations in electronic business transactions pursuant to section 312i of the German Civil Code (BGB):**

**(1) If a trader uses teleservices in order to conclude a contract for the supply of goods or the rendering of services (e-commerce contract), he must**

- 1. provide the customer with reasonable, effective, and accessible technical means with the aid of which the customer may identify and correct input errors prior to making his order,**
- 2. communicate to the customer clearly and comprehensibly the information specified in Article 246c of the Introductory Act to the Civil Code (*Einführungsgesetz zum Bürgerlichen Gesetzbuch*) in good time prior to sending his order,**
- 3. confirm receipt of the order without undue delay by electronic means for the customer, and**
- 4. provide the customer with the opportunity to retrieve the contract terms including the standard business terms when the contract is concluded and save them in a form that allows for their reproduction.**

The order and the acknowledgement of receipt within the meaning of sentence 1 number 3 are deemed to have been received if the parties for whom they are intended are able to retrieve them in normal circumstances.

# Privacy Policy

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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 responsible entities in the sense of data protection law are

### **Tulip Assist (Tulip Assist Services B.V.)**

Waagstraat 1

9712 JX Groningen, the Netherlands

Chamber of Commerce number: 58713263

VAT number: NL853150345B01

Telephone: 0800 600 9 123

Email: [info@tulipassist.de](mailto:info@tulipassist.de)

Website: [www.tulipassist.de](http://www.tulipassist.de)

as well as

### **Tulip Assist Insurance Limited**

3rd Floor, Development House,

St. Anne Street,

Floriana FRN 9010, Malta

Chamber of Commerce number: C 80601

## 2. If you have any questions about privacy and security, please contact our joint Privacy Team at [privacy@tulipassist.de](mailto:privacy@tulipassist.de). What data do we collect and why?

Tulip Assist collects personal data for Tulip Assist Insurance Limited (the insurer) in different ways based on your consent, that you have given us previously at <https://www.tulipassist.de> or via your insurance provider. What data is collected depends on what you do on our website and whether you have applied for a Tulip Assist insurance. We would like to explain which of your data we process.

### 2.1 Customer data

We need to know who you are if you have applied for a Tulip Assist insurance. This enables us to assist you as good as we can. Therefore, we will ask for your gender, initials, and surname. We also need your address and date of birth.

We will send you updates about your insurance by email, and sometimes by text message. In order to do this, we need your email address. We will also send you invoices and information about the products you have purchased. After your application, we may ask you what you think of us, usually by email and sometimes by phone. Your feedback helps us improve!

## 2.2 Payment

Payment of your insurance is always done via a secure payment environment. Linking your payment to your insurance is also done via a secure environment. When paying, we send your details from our secure payment environment directly to the payment processors.

## 2.3 Details regarding your products

When you apply for a Tulip Assist insurance, 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.

## 2.4 Insurance data

As soon as you have taken out Tulip Assist 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.

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, 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.

## 2.4 Newsletter

You will receive our newsletter by email. Of course, you will only receive it if you have given us your explicit permission to do so. Do you no longer wish to receive our newsletter? You can unsubscribe by clicking the 'Unsubscribe' button at the bottom of the newsletter or by informing our customer service.

## 2.5 Online recognition

When you visit our website, we store your IP address, click data and cookies. This allows us to offer you a personalised experience, matching your preferences.

## 2.6 Customer service

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 training purposes. We will always tell you this before the telephone call. 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.

## 2.7 Profiling and automated decision-making

If you visit our website or submit a claim to us, we would like to know how you complete your claim. For this purpose, we store the data you enter, your click behaviour, input behaviour and selection behaviour. We combine this information and use profiling to assess your claim in the best way possible. Based on all the information, an automatic decision is taken regarding your insurance application and/or claim.

### 3. How do we handle disclosure and retention of personal data?

#### 3.1 Disclosure of personal data

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

In order to regulate this properly, we have concluded a processing contract with all the parties with whom we share your personal data. This is a contract in which clear agreements are made about who is responsible for which data. There are several parties with whom we share your personal data (if applicable) to ensure that your device is quickly insured and to provide you with the best service:

- Tulip Assist Insurance Limited;
- Payment data processor;
- Communication data processor (such as telephony, SMS, and email);
- Customer data processor (credit and payment risks);
- Administration processors;
- If applicable and explicitly agreed: (online) marketing channels;
- If applicable: the reseller;
- If applicable: the repair company;
- If applicable: recruitment channels;

Most parties are located in the European Union and are subject to the General Data Protection Regulation (GDPR). In some cases, we also share certain data with partners based in the United States of America (USA) who apply the same standard of protection to your personal data as we do.

#### 3.2 Retention of personal data

We do not keep your personal data any longer than necessary. In some cases, we need your personal data to detect fraud or illegal activities. In this case, we have a legal obligation to share this personal data with the police, judiciary, or the public prosecutor upon request. In addition, we have a tax responsibility to the tax authority. This means that we keep your personal data for legitimate, legal and commercial reasons in order to deliver the products and services you have ordered and to provide you with the safest and most reliable service possible.

Would you like us to change your privacy preferences for you? Please contact our privacy team: [privacy@tulipassist.de](mailto:privacy@tulipassist.de).

#### 3.3 Security of personal data

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

We check and monitor all our employees, who has access to which personal data, and we keep a record of who has viewed which personal data. This way, we always know what happens to your personal data. In addition, all employees have a Certificate of Good Conduct (*Verklaring Omtrent Gedrag, VOG*), so we can be sure that everyone handles your personal data safely.

### 3.4 Erasure of personal data

Of course, you may ask us to remove your data from our database if you wish to do so. This will inevitably result in you no longer being a customer of Tulip Assist Insurance, your policy will lapse immediately, and your insurance will be terminated by the insurer. This is because we will erase all your data and we will no longer know if you have ordered a certain product from us. Your request will be processed by our customer service within 15 working days.

Do you no longer wish to receive our newsletter? You can easily unsubscribe at the bottom of the newsletter.

### 3.5 Questions and remarks

If you have any questions or remarks about privacy and security, please contact our customer service. For any other questions or complaints, please contact the [Bundesministerium der Justiz und für Verbraucherschutz](#) or the [National Ombudsman](#).

## 4. Notification and information system of the insurance sector

When you submit an insurance application, we will carry out a risk assessment in support of your application to combat insurance fraud. In order to carry out a risk assessment, we share certain personal data with parties who carry out this risk assessment.