

Policy Handbook for Purchase Protection Insurance

(PHB PPI 10-2023we)

Insurer: ELEMENT Insurance AG

ELEMENT Insurance AG

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ELEMENT Insurance AG, trading as ELEMENT, is authorised by BaFin (Bundesanstalt für Finanzdienstleistungsaufsicht) in Germany and is regulated by the Central Bank of Ireland for conduct of business rules.

CONCEPTS AND DEFINITIONS

Equivalent Product shall mean a product of like kind and quality which features similar essential performance characteristics, and which has a similar market value, to the applicable insured device. We reserve the right to determine what is considered similar in terms of value and characteristics.

Insured Person shall mean a person who has an insurable interest in the insured property, and who is the beneficiary of an insurance benefit.

Insured Event shall mean an occurrence that causes loss, damage or injury and is described in your Insurance Certificate as being covered. The insured event can also be called “a claim”.

Policyholder shall mean you.

Product Warranty shall mean a statutory warranty provided by the manufacturer or seller.

Excess shall mean the amount by which the insurance benefit is reduced. The insured (beneficiary) must unconditionally pay the excess either cash or by bank transfer following an accepted and paid claim. The excess amount is specified in your Policy.

Theft shall mean the intentional unlawful appropriation of property by third parties without the consent of the owner of the property.

Robbery shall mean the stealing of property by a third party by use of physical violence, including the threat of physical violence, or by depriving the property owner the opportunity to resist.

Burglary shall mean the stealing or attempted stealing of property from a building or part of a building with intent to commit an arrestable offence, attempting to commit such an offence or committing such an offence.

Family Members shall mean the persons living permanently together with you or the insured person and related by a joint household, for example, a spouse, cohabiting partner, parents, children, brothers or sisters.

Associated Persons shall mean the persons you have entrusted to store your property, and who are authorised to do so in the procedure established by law.

Screen shall mean a front panel or part of an electronic device that displays certain information, such as data (letters, numbers), images and graphic elements.

Policy shall mean our Terms of Business, this Policy Handbook for Purchase Protection Insurance and the Insurance Certificate.

1. WHAT IS INCLUDED IN THE INSURANCE COVER

- 1.1 The insurance cover shall apply to insured devices specified in the Policy which are purchased or rented by you for household, cultural or economic needs, **except** for devices with a warranty of less than 1 (one) year, vehicles and their parts, weapons and fishing equipment, power generation equipment, software and data, and any device for resale.
- 1.2 The “**Purchase Protection Insurance**” protects the Policyholder against the financial loss of external impacts, including Theft (if agreed on), Burglary and/or Robbery, as well as the extended warranty claims due to internal failures of the insured purchase after the expiration of the Product Warranty.
- 1.3 Insurance coverage applies worldwide.
- 1.4 The insurance coverage varies depending on the selected product variant (Extended Warranty Insurance, Accidental Damage Insurance, Purchase Screen Insurance, Mobility Protection) and plan (e.g. Standard, Premium, Premium+, Screen, Lite). The product variant and plan applicable to your Policy are stated in your Insurance Certificate. The respective scope of benefits for your insurance coverage is defined in clauses 2 to 4.

1.5 Overview of all product variants and plans

Product variant	Extended Warranty Insurance	Accidental Damage Insurance	Purchase Screen Insurance	Mobility Protection
Product plans	Standard	Standard	Screen	Lite
	Premium	Premium		
	Premium+			

2. ACCIDENTAL DAMAGE INSURANCE

2.1 Applies for Standard plan and Premium plan: If accidental damage insurance is selected, sudden, unforeseen and unexpected losses to the insured purchase occurring as a result of external impacts (i.e., breakage, cracking, exposure to liquids, fire, etc.), as well as Theft, including Burglary and Robbery, shall be considered an insured event.

Within the Standard plan, no insurance coverage is provided for chargers and batteries belonging to the insured purchase. In the event of a claim, the Policyholder does not have the option to get an upgraded device by paying the price difference (additional costs) for a better (upgraded) device.

2.2 Applies additionally for the Premium plan: Deviating from section 6.1.27, the Accidental Damage insurance also applies to chargers and batteries that belong to the insured purchase. In the case of a claim, you also retain the option to get an upgraded device by paying the price difference (additional costs) for a better (upgraded) device.

2.3 Damages resulting from the following events are excluded:

2.3.1 Internal failure of an insured purchase not caused by external factors;

- 2.3.2 Loss of an insured purchase, including loss as a result of leaving the insured purchase unattended in public places, or in an unlocked premises or building;
- 2.3.3 Theft of an insured purchase from a vehicle, if the insured purchase is left inside in a visible place, in an unlocked vehicle, or in a vehicle's unlocked trunk.
- 2.4 In the event of a claim, a fixed excess is agreed as per the following:
 - 2.4.1 20% of the claim amount per claim in the Standard plan.
 - 2.4.2 10% of the claim amount per claim in the Premium plan.

3. PURCHASE SCREEN INSURANCE

- 3.1 If purchase screen insurance is selected, sudden, unforeseen and unexpected losses (breakage or cracking) to the screen of the insured purchase which occur as a result of external impacts, shall be considered an insured event.
- 3.2 With regards to purchase screen insurance, we provide indemnification for up to **two insured events** during each 12-month period, commencing from the effective date of the insurance coverage as stated on the Insurance Certificate.
- 3.3 Damages due to an internal failure [of the insured device] not caused by an external factor are excluded.
- 3.4 In the event of a claim, a fixed excess of 20% of the claim amount per claim is agreed.

4. EXTENDED WARRANTY INSURANCE

- 4.1 Applies for Standard plan, Premium plan and Premium+ plan: If extended warranty insurance is selected, sudden, unforeseen and unexpected internal failures of the insured purchase shall be considered an insured event.
- 4.2 Applies additionally only for the Premium+ plan: Deviating from section 6.1.27, the extended warranty insurance also applies to chargers and batteries that belong to the insured purchase. In the case of a claim, you also retain the option to get an upgraded device by paying the difference (additional costs) for a better (upgraded) device.
- 4.3 Damages resulting from the following events are excluded:
 - 4.3.1 Defects covered under the Product Warranty;
 - 4.3.2 Damage caused by overuse of the insured purchase beyond the recommended usage from the manufacturer;
 - 4.3.3 Expenses related to the periodic maintenance and repairs of the insured purchase.

5. Mobility Protection

5.1 Applies only for Lite plan: If Mobility Protection is selected, sudden, unforeseen and unexpected damages as a result to external impacts to the insured purchase (bike, e-bike or e-scooter) as well as Theft, Burglary or Robbery, shall be considered an insured event.

5.2 Damages resulting from the following events are excluded:

5.2.1 Internal failure of an insured purchase not caused by external factors;

5.2.2 Loss of an insured purchase, including loss as a result of leaving the insured purchase unattended in a public place with no reasonable safety precautions (i.e. without using a specified lock), or in an unlocked premises or building;

5.2.2.1 A specified lock from the Sold Secure list of cycle locks and which at the time of the purchase by you was appropriate to the cost of replacement of your cycle as new in accordance with the following grading of locks determined by the Sold Secure list:

5.2.2.2 For a cycle up to € 300 in replacement value, an approved lock is one which is graded at "Bronze" level or above by Sold Secure;

5.2.2.3 For a cycle greater than € 300 and up to € 1,700 in replacement value, an approved lock is one which is graded at "Silver" level or above by Sold Secure;

5.2.2.4 For cycle greater than € 1,700 in replacement value, an approved lock is one which is graded at "Gold" level or above by Sold Secure.

5.2.2.5 Any other specified lock accepted and agreed in writing by us. Approved lock does not include any auxiliary cables that are included with a "Sold Secure" graded lock when sold, unless these cables are also included and graded within the Master Locksmiths Association (MLA) "Sold Secure" list of cycle locks.

5.2.3 Theft of an insured purchase from a vehicle if the insured purchase is left inside in a visible place, in an unlocked vehicle, or in a vehicle's unlocked trunk.

5.3 In the event of a claim, a fixed excess of 50 EUR per claim is agreed.

6. GENERAL EXCLUSIONS

6.1 Damages resulting from the following events are excluded:

6.1.1 War, invasion, hostile acts of a foreign state, riots, strikes, lockouts, civil war or unrest, acts of terrorism, and destruction, damage, confiscation or arrest by public authorities;

6.1.2 Nuclear reactions, radiation and radioactive contamination;

6.1.3 Exposure to vermin, pests or insects, animals or domestic pets;

6.1.4 Corrosion, mould, rot, fungus, natural wear and tear;

6.1.5 Use of defective, poor quality, unsuitable parts and equipment;

- 6.1.6 Loss of purchase, Theft (if not otherwise agreed), deception, misappropriation and fraud;
- 6.1.7 Faults, failures, and defects subject to the liability of the manufacturer, supplier, seller, installer or a warranty service company;
- 6.1.8 Electricity, heat or gas supply disruption (unless otherwise agreed in the Policy);
- 6.1.9 Prolonged accumulation of water or condensation of vapours;
- 6.1.10 Exposure of liquids (water, detergents, etc.) used for washing or cleaning;
- 6.1.11 Scratches, folds or loss of aesthetic appearance, when this does not interfere with the use of the insured purchase;
- 6.1.12 Improper use of the insured purchase or use in violation of the manufacturer's requirements, incorrect connection or installation, improper service or maintenance, for example, neglect of the coffee machine (unchanged filters, ignoring cleaning instructions, etc.);
- 6.1.13 Modification or installation of the insured purchase;
- 6.1.14 Intentional actions performed by you and your Family Members and Associated Persons;
- 6.1.15 Intoxication from alcohol, drugs or psychotropic substances;
- 6.1.16 Costs incurred for diagnostics, transportation or repairs of the insured device, if this has not been approved by us;
- 6.1.17 Use of the insured purchase for commercial or professional purposes, unless otherwise agreed;
- 6.1.18 Transferred use of the insured purchase to your Associated Persons or third parties;
- 6.1.19 (De)installation and transportation of the insured purchase by third parties;
- 6.1.20 Unknown circumstances of the event (time, place, etc.);
- 6.1.21 Targeted heat treatment (melting, welding, drying, ironing, burning, etc.);
- 6.1.22 Theft that was not immediately reported to the police;
- 6.1.23 Viruses or spyware, or ignoring software updates or failures;
- 6.1.24 Indirect losses incurred due to lack of access to the insured product (subscription fee, etc.);
- 6.1.25 Custom-made changes and/or additions which are not a part of the original insured device;
- 6.1.26 Change, absence, discrepancy or damage to the serial numbers of the insured purchase;
- 6.1.27 Other equipment acquired at the same time as the insured purchase (e.g. headphones, cords, cables, etc.);
- 6.1.28 Use of an insured purchase which is technically compromised and requiring repairs;

- 6.1.29 Failures or spare parts and labour costs incurred as a result of the manufacturer's recall;
- 6.1.30 Failures and wear of controllers (e.g., TV remote consoles), batteries, accumulators (incl. when they are an integral part of the purchase) and chargers;
- 6.1.31 Parts of the insured purchase which, according to their purpose or nature of work, tend to wear out, diminish or which require regular replacement.

7. PAYMENT OF INSURANCE BENEFIT

- 7.1 Insurance benefits are paid solely on the principle of expense reimbursement. To this affect, we reimburse, at our discretion, the costs for either the replacement of the insured purchase with an equivalent purchase, or for its repair.
- 7.2 In the event of a minor malfunction of the insured device (i.e., if the expected repair costs do not exceed 10% of the sum insured or are not higher than 50 EUR), we reserve the right to repair the damaged device.
- 7.3 If the total cost of the repairs exceeds the sum insured, or if it is not possible to make repairs, the insured purchase can instead be replaced with an Equivalent Purchase. This **doesn't** apply for the Purchase Screen Insurance and Mobility Protection.
- 7.4 Upon replacement of the insured purchase with an Equivalent Purchase, it is understood that the insured property no longer exists, and the insurance contract shall end immediately and automatically.
- 7.5 In the event that you wish to arrange for your insured purchase to be repaired following an insured event, you must contact our designated repair company for any and all repairs.
- 7.6 We will reimburse the costs of transportation for an insured purchase which weighs more than 10 kg both to and from our designated repair company within the territory of Ireland.
- 7.7 In the event that the insured purchase is replaced, we reserve the right to take over possession of the damaged insured purchase, once the replacement is complete.
- 7.8 In case there's an applicable excess, the excess will be factored into the reimbursement amount. The excess amount applicable to your Policy can be found in your Insurance Certificate.

8. SUM INSURED

- 8.1 The insurance benefit shall not exceed the sum insured. The sum insured is equivalent to the unsubsidized purchase value (e.g. before discounts) of the insured purchase at the time of acquisition. We shall not be responsible for an incorrectly determined sum insured. The sum insured is specified in the insurance certificate.
- 8.2 The sum insured is recoverable, i.e., a previously paid-out insurance benefit does not reduce the available limit (sum insured) for future insured events. This is not applicable, however, in the event that the insured purchase is replaced with an Equivalent Purchase. No additional limits or benefits are available following a replacement.

9. PAYMENT AND REFUND OF INSURANCE PREMIUMS

- 9.1 The amount of the insurance premium, payment terms and methods are specified in the Insurance Certificate.
- 9.2 The obligation to pay outstanding insurance premiums shall remain even after the termination of the insurance contract.
- 9.3 If the corresponding outstanding premium is not paid on time, we may charge a 0.02 percent interest rate on the corresponding unpaid amount for each day of delayed payment.
- 9.4 We can arrange for insurance premiums to be deducted from your bank account automatically, provided you correctly take all the necessary steps required by your payment service provider.
- 9.5 We will refund you the full insurance premium paid if you decide to cancel the insurance contract within 14 days of its conclusion (issuing of the Insurance Certificate). This applies only if you close your contract remotely (via online purchase).
- 9.6 We will refund the balance of the insurance premium paid for the unexpired term of the insurance cover specified in the Policy, if:
- 9.6.1 Due to the manufacturer's defect, the insured purchase is returned to the manufacturer or retailer of the product;
- 9.6.2 In case of loss or destruction of the insured purchase not due to the insured event, when evidence confirming this fact has been submitted;
- 9.6.3 If you terminate the insurance contract early for any reason.
- 9.7 The balance of the insurance premium shall be calculated and refunded in proportion to the period remaining until the expiry of the insurance cover as specified in the insurance certificate, after deducting the costs of administration and performance of the contract. The contract administration and execution costs are calculated according to the following formula: $(0.3 \times X) + Y - Z$, where X – is the part of the insurance premium proportional to the period remaining until the expiry of the insurance cover specified in the Insurance Certificate; Y – is the amount of insurance benefits paid and expected to be paid under the insurance contract; Z – is the subrogation of recovered benefit.
- 9.8 We shall not refund the unused balance of the insurance premium paid if the purchase is lost or destroyed due to the insured event. In such cases, it is understood that after paying the insurance benefit (replacing the purchase with another), the sum insured shall be considered exhausted, the contract shall automatically end, and no unused balance of the insurance premium shall be refunded.
- 9.9 The cases of insurance premium refund, or part thereof, specified in the present Policy Handbook are final, and no premium, or part thereof, shall be refunded for any other reasons not specified herein.

10. CALCULATION AND PAYMENT OF THE INSURANCE BENEFIT

- 10.1 The insurance benefit shall be equal to the amount of the loss, which we determine in accordance with the Policy, and the rules and evidence supporting these facts and amounts.

- 10.2 When making a claim under this Policy, you must present the following:
- 10.2.1 An application for payment of an insurance benefit using the contact channels provided in the Insurance Certificate for reporting a claim;
 - 10.2.2 Purchase and acquisition documents (original invoice of the insured device);
 - 10.2.3 Proof of notification of the event to the competent authorities (e.g. police), when necessary (e.g. in case of a theft);
 - 10.2.4 Information confirming the amount and fact of the loss;
 - 10.2.5 Information regarding the person responsible for the damage.
- 10.3 If the method of indemnification requires the repair of the insured purchase, or if you prefer this method and it is more economical to repair the insured purchase, we shall pay the insurance benefit to the repair company, and you shall pay the amount of the applicable excess to us.
- 10.4 Upon replacement of an insured purchase with an Equivalent Purchase, the insurance benefit shall be equal to the acquisition value of the Equivalent Purchase, less the excess and outstanding insurance premiums payable.
- 10.5 When replacing a purchase with a new or an Equivalent Purchase, we can refer you to any retailer. We shall pay the insurance benefit to the retailer directly, and you shall pay the amount of the applicable excess and any difference in pricing for an upgraded device to us where relevant. The upgrade option is only available for the Extended Warranty Insurance with Premium+ plan.
- 10.6 In case of purchase screen insurance, we shall pay the screen repair costs to the company performing the repair, and you shall pay the amount of the excess to us. If the repair company identifies other damaged parts of the insured purchase, you will have the opportunity to arrange the complete repair of the insured purchase directly with the repair company at your expense, while we will reimburse you with the screen repair costs. We will also be able to make arrangements for the replacement of your purchase with another purchase, the acquisition value of which is equal to the cost of replacement of your purchase screen.
- 10.7 We will investigate the claim within 30 (thirty) calendar days from the date of receipt of all the necessary information, determining the fact, circumstances, and amount of loss of the insured event. If the investigation lasts longer, we will keep you informed of the progress.
- 10.8 If the investigation lasts longer than 3 months and we still did not agree on the amount of the insurance benefit, at your request, we will be able to pay the undisputed amount.
- 10.9 We will deduct the unpaid insurance premiums, which are outstanding, from the insurance benefit. When we replace an insured purchase with another one, we may claim all outstanding insurance premiums, regardless of their payment terms.
- 10.10 If the person responsible for the damage has at least partially compensated you for the damage, we shall reduce the insurance benefit by the corresponding amount.

- 10.11 The insurance benefit shall be reduced or shall not be paid, if:
- 10.11.1 You have provided false information about the insured purchase and the circumstances that are essential for the assessment of the insurance risk and the amount of damages;
 - 10.11.2 You failed to notify the competent authorities and bodies of the incident in a timely manner, in cases where notification is mandatory;
 - 10.11.3 You failed to notify us about the event in due time, if it resulted in increased damage or loss of opportunity for us to determine the circumstances of the event;
 - 10.11.4 You failed to fulfil the obligations under the Policy and our instructions;
 - 10.11.5 You failed to take any actions that could reduce the damages.
- 10.12 The insurance benefit shall not be paid if we have been provided with false information about the insured event.
- 10.13 If you are entitled to an insurance benefit for the same loss under several insurance contracts, the total insurance benefit shall not exceed the total amount of the loss and the insurance benefit to be paid by us is reduced in proportion to the insurance benefits provided by the other insurers.

11. COVERAGE, TERMINATION AND RENEWAL OF THE POLICY

- 11.1 The duration of the Policy is stated in the Insurance Certificate. The contract shall take effect only upon payment of the full or first instalment of the insurance premium, if we have agreed to payments in instalments.
- 11.2 If you are late in paying the premium or its first instalment, no insurance benefits are granted under this insurance contract until 1 (one) day after the owed premium is paid in full so long as the premium was paid no later than 1 (one) month from its original due date. Should none of the owed premium be paid within 1 (one) month from its original due date, the Policy shall not come into effect, and will be terminated. We shall be obligated to inform you about such termination.
- 11.3 If only part of the owed insurance premium has been paid, the insurance contract shall not come in effect, and no insurance cover shall be provided.
- 11.4 If you do not pay the insurance premium for subsequent premium payments, the insurance coverage shall be automatically suspended without a separate notice, and we shall have the right to terminate the insurance contract in accordance with legal acts.
- 11.5 You must provide us with information that may affect the assessment of the insurance risk, the probability of the insured event, and the amount of damage.
- 11.6 You must provide information on whether the insured purchase is insured by other insurance companies.
- 11.7 The Policy expires:

- 11.7.1 Upon expiration of the term specified in the Insurance Certificate;
 - 11.7.2 By mutual agreement or unilaterally at your initiative, with at least a 14-days' notice in writing;
 - 11.7.3 At our own initiative, on the grounds provided for by law or the Policy, from the date specified in our notice;
 - 11.7.4 Upon destruction or loss of the insured purchase, including Theft, even if the occurrence is an insured event.
- 11.8 You are entitled to terminate the Policy at any time during an insurance period in accordance with the Irish Consumer Insurance Contracts Act 2019. Notice of such termination shall be given in writing to the contact details included in your Insurance Certificate. Notice of termination given in any other manner shall be null and void. If you have not specified the date of termination, the insurance shall cease to be in force at the date of the delivery or dispatch to the insurer of the notice of termination. Notwithstanding this, there is no entitlement to terminate if the term of the Policy is shorter than 30 days.
- 11.9 You are entitled to withdraw from the Policy within 14 days after the date that you have been informed that the contract has been concluded. The cancellation of the Policy shall not impose any financial cost on you writing to the contact details included in your Insurance Certificate. Notice of termination given in any other manner shall be null and void. If the Policyholder has not specified the date of termination, the insurance shall cease to be in force upon the date of the delivery or dispatch to the insurer.

11.10 Renewal of the Policy

- 11.10.1 We can agree and state in the Policy that upon expiration of the initial term of the insurance coverage, we will automatically extend the term of the insurance coverage for the same purchase for the maximum duration found in the Insurance Certificate. ELEMENT will provide you a renewal notification on paper or another durable medium at least 20 business days prior to the renewal date.
- 11.10.2 For this purpose, we will provide you with a new Insurance Contract in due time and, if you have previously correctly performed all the necessary steps required by your payment service provider, the insurance premium will be automatically deducted from your bank account. If the insurance premium is not deducted automatically, the new insurance contract will enter into force in accordance with the provisions of paragraphs 11.1 and 11.2. This way, your purchase will have uninterrupted insurance coverage.
- 11.10.3 However, if you change your mind about renewing the Policy, you will be able to cancel it anytime and we will refund the balance of the insurance premium paid for the unexpired term of the insurance cover specified in the Policy.

12 YOUR RIGHTS AND DUTIES

- 12.1 As soon as you become aware of the occurrence of an insured event, you must notify us immediately, at the latest within 14 calendar days, obtain our instructions before taking any action (e.g., repair or replacement of the insured device or new purchase) and, insofar as is reasonable, act accordingly and, if possible, ensure that the damage is averted or reduced. Otherwise, we may not be obligated to make a payment under the policy.

- 12.2 In the event that the insurance risk increases, we may change the terms of the Policy and request payment of an additional insurance premium. However, if the insurance risk decreases, we will inform you and you can request that we change the terms of the contract and reduce the insurance premium.
- 12.3 Upon occurrence of an insured event, you shall be obliged:
- 12.3.1 To take measures to prevent and reduce further damage;
 - 12.3.2 To notify us about the event no later than within 14 business days;
 - 12.3.3 To immediately notify the competent authorities and services of the event, if mandatory;
 - 12.3.4 To follow our instructions and facilitate conditions for the investigation of the event.
- 12.4 If you violate any of the duties in either clause 12.1 and/or 12.3 intentionally, we are exempt from paying benefits and, in the event of a grossly negligent violation (you bear the burden of proof for the absence of gross negligence), we are entitled to reduce the benefits in accordance with the severity of your fault, unless the violation of the obligation does not impact the cause of the occurrence or the determination of the insured event, or the determination or the scope of our obligation to pay benefits.
- 12.5 If a claim made by a Policyholder under a Policy contains information that is false or misleading in any material respect, and which the Policyholder knows to be false or misleading or consciously disregards whether it is false or misleading, we are entitled to refuse to pay the claim and/or terminate the Policy.
- 12.6 If any claim under the Policy involves a fraudulent misrepresentation or fraudulent conduct of any kind, we are entitled to terminate the Policy from the date of submissions of the fraudulent claim, refuse all liability in respect of any claim made after the date of the fraudulent claim and not return to the Policyholder any of the premiums paid under the Policy.
- 12.7 When we refuse to pay the insurance benefit or reduce it, we must notify the Policyholder, the beneficiary or the injured third party and provide a detailed and reasoned written explanation of the reasons for the decision.

13. OTHER PROVISIONS

- 13.1 Insurer (we) – ELEMENT Insurance AG, registration number HRB 182671 B, address: Karl-Marx-Allee 3, 10178 Berlin, Germany, dublin.warranty-expert@element.in, www.element.in .
- 13.2 Any notice which one party to the insurance contract is required to give to the other party must be in writing. Any notice shall be sent by ordinary mail or by e-mail to the address specified in the insurance certificate or this Policy Handbook for the Purchase Protection Insurance.
- 13.3 Our rights and obligations arising from the Policy may be transferred in accordance with the procedure established by law. If you disagree, you may terminate the contract within one month of the transfer of rights and obligations and we shall refund the full unused part of the insurance premium.

13.4 Complaints

- 13.4.1 If you have any feedback or complaints, please contact Warranty Expert DE GmbH, contact details in Ireland: 6th Floor, Riverpoint, Lower Mallow Street Limerick, Limerick, Ireland, email: dublin.warranty-expert@element.in, phone: +353 818882120, with your Policy Number and details together with any supporting documentation.

Warranty Expert will acknowledge the complaint on paper/ a durable medium within five business days of it being received. A point of contact for the complainant will be appointed by Warranty Expert, and regular updates on the progress of the investigation will be provided at intervals of no greater than 20 business days. Warranty Expert will attempt to investigate and resolve the complaint within 40 business days, however, if this is not doable, Warranty Expert will inform the complainant of the anticipated timeframe within which they hope to resolve the complaint. Warranty Expert will inform the complainant within five business days on paper/ a durable medium of the completion of the investigation, of the outcome of the investigation, or of the terms of any offer or settlement.

The application must be submitted within three months from the date on which you became aware or should have become aware of the violation of your rights.

If your complaint cannot be resolved with Warranty Expert or is not resolved to your satisfaction, you can refer your complaint to:

Financial Services and Pensions Ombudsman “FSPO”: Lincoln House, Lincoln Place, Dublin 2, D02 VH29, email: info@fspoi.ie , tel +353 1 567 7000, www.fspoi.ie, online contact form: <https://www.fspoi.ie/complaint-form.aspx> You can present your case to the FSPO which renders impartial advice and guidance. The FSPO also provides dispute settlement recommendations .

13.4.2 Court Proceedings

Your case may also be settled by a competent district court in Ireland.

The issues not provided for in the Policy Handbook and in the insurance contract shall be resolved in accordance with the provisions of the Consumer Insurance Contracts Act and other applicable legal acts of the laws of Ireland. The present Policy shall be governed by the law of the Republic of Ireland.