



GENERAL CONDITIONS OF INSURANCE ("GCI" or "policy") AND OTHER PRE-CONTRACTUAL INFORMATION THE EQUIPMENT INSURANCE

REFURBED PLUS

These GCI set out the terms and conditions of the contractual relationship between **you** as Policyholder ("**you**", "**your**", "**Policyholder**") and Helvetia Versicherungs-Aktiengesellschaft as Insurer ("**Insurer**", "**we**", "**us**"). The agreed insurance cover results from these GCI, the Certificate of Insurance and any applicable statutory provisions.

refurbed Plus is an offer of Refurbed Plus GmbH ("**refurbed**") together with Bolttech Digital Insurance Agency (EU) GmbH ("**bolttech**") and us.

- You conclude the insurance contract via refurbed, with whom you are in direct contact via the website www.refurbed.ie.
- Refurbed Plus GmbH, trading as refurbed, is authorised by the Financial Market Authority in Austria and is regulated by the Central Bank of Ireland for conduct rules. refurbed is an Austrian insurance agent, with registered office at Jakob-Lind-Strasse 7, 1020 Vienna, Austria, company register number 576949f, registered in the register of the Federal Ministry Republic of Austria under GISA number 34720943.
- bolttech is responsible on behalf of the Insurer for the administration and provision of various services within the framework of the insurance contract, in particular in the event of a Claim. The individual responsibilities are set out in the following GCI.
- Bolttech Digital Insurance Agency (EU) GmbH, trading as bolttech, is authorised by the Financial Market Authority in Austria and is regulated by the Central Bank of Ireland for conduct rules. bolttech is an Austrian insurance agent, with registered office at Praterstraße 1/Space 22, 1020 Vienna, Austria, company register number 531434x, registered in the register of the Federal Ministry Republic of Austria under GISA number 32620474 and authorised to act as an insurance intermediary in the Republic of Ireland under the EU freedom to provide services.
- refurbed and bolttech receive a commission from the Insurer for insurance brokerage and administrative and Claims services.
- Your Insurer is Helvetia Versicherungs-Aktiengesellschaft, Berliner Straße 56-58, 60311 Frankfurt am Main (Chairman of the Supervisory Board: Thomas Neusiedler - Board of Directors: Dipl.-Kfm. Volker Steck (Chairman), Dipl.-Kfm. Burkhard Gierse, Thomas Lanfermann, Markus Rehle, Register Court Frankfurt a.M. HRB 6645 - USt-IdNr. DE 114106960 - VSt-Nr. 807/V90807002596). The Insurer is subject to supervision by the Federal Financial Supervisory Authority (BaFin) in Germany and is registered in the register of BaFin under number 5448, and is regulated by the Central Bank of Ireland for conduct of business rules. The Insurer's main business activity is non-life insurance.

1. DEFINITIONS

Purchase Value

Purchase price including VAT (without promotional discounts) as stated on the purchase receipt of the Insured Device.

Failure

Total or partial malfunction as a result of an internal fault of the insured equipment caused by an electrical, electronic, electromechanical or mechanical phenomenon.

Damage

Any destruction of or damage to the Insured Device caused by a sudden, unforeseen and external event, which impairs its functionality.

Third Party

Any person other than the Policyholder.

Burglary

If someone takes away another person's movable property after breaking into a room or vehicle, entering or penetrating by means of false keys or other tools (including electronic ones). In the case of Burglary from a vehicle, the device must not have been visible from the outside.

Liquid Damage

Any exposure of the Insured Device to moisture or a liquid that impairs its proper functioning.

Proof of Purchase

Purchase invoice indicating the make, model and, if available, the IMEI number of the Insured Device or its serial number.

Robbery

Refers to the unauthorised and intentional removal of your Insured Device by force against your person or by using threats of imminent danger to life or limb.

Deductible

The amount to be paid by the Policyholder before the insurance benefit is granted in accordance with Clause 4.4 of these GCI.

Loss

The circumstance that the Insured Device is permanently lost and cannot be found.

Policyholder

A natural person of full age (over 18 years) resident in the Republic of Ireland who is a party to an insurance contract. The Policyholder owes the insurance premium and is the beneficiary of the insurance cover.

Insured Device

Smartphones, tablets, laptops, smartwatches, headphones and cameras that the Policyholder has purchased in the the Republic of Ireland via the website www.refurbed.ie at a maximum price of EUR 3,999.99 and for which he has taken out device insurance.

Insurance Year

A period of twelve (12) consecutive months commencing on the effective date of the insurance cover.

Insurance Claim

An event which, in accordance with Clause 2 of these GCI, brings the insurance cover under the policy into effect.

Deliberate Act

An act committed with knowledge and intent to cause an Insured Event.

Replacement Value

Value of the Insured Device on the date of occurrence of the Insured Event.

Accessories and Connecting Elements

All accessories for the Insured Device: earphones, headphones, hands-free kits, audio headsets, bags, cases, consoles, chargers, batteries, power supplies, additional cards and cables.

Certificate of Insurance

The document confirming Your entitlement to the insurance benefits under the insurance policy, which is sent to You electronically at the time of purchase and which defines the period of cover under the insurance and the Insured Device.

Service Centre

Commercial repair premises that Your Insured Device may be sent to, which is authorised by bolttech to carry out repairs to the Insured Device.

2. ELIGIBILITY AND OBJECT OF THE INSURANCE

You can only purchase this insurance cover if:

- (i) You are a permanent resident in the Republic of Ireland;
- (ii) You are eighteen (18) years of age or older;
- (iii) The Insured Device is purchased from refurbished at a price up to EUR 3,999.99 (including VAT).

The Insured Device must not be used for rental to third parties during the term of the cover.

By taking out the insurance, you benefit from insurance cover for the Insured Device listed on the insurance certificate in accordance with the terms and conditions of these GCI.

You are responsible for the accuracy of the information on the insurance certificate. Please report any incorrect information to bolttech immediately, otherwise you may not have cover for your device in the event of a Claim.

You will receive the repair or replacement of your Insured Device in the event of the following sudden and unforeseeable events during the term of your policy:

- Damage
- Liquid Damage and
- if stated in your policy: Robbery and Burglary. ("Insured Events").

In certain exceptional cases, we may not be able to offer you a repair or replacement for your Insured Device. If this is the case, we will offer compensation for your loss in accordance with clause 6.3 of these GCI.

Your insurance only covers one Insured Device at a time.

3. ADMINISTRATION OF THE POLICY

bolttech is your contact for policy administration.

The following contact options exist:

- via the customer portal: **refurbed.bolttech.eu**
- by e-mail: **refurbed-irl@bolttech.eu**
- by telephone: **+35319635631** (standard rate).

3.1 How do I obtain insurance cover under the policy?

Insurance cover is provided via the website www.refurbed.ie at the same time as the purchase of an Insured Device.

Likewise, an offer of insurance cover can be sent by refurbed by e-mail: up to a maximum of seventy-two (72) hours after purchase or in the form of a renewal offer for pre-existing insurance cover.

You obtain the insurance cover under the policy by paying the premium.

3.2 How long is my insurance cover valid?

Your insurance cover is valid for 12 or 24 months in accordance with the insurance period shown on the Certificate of Insurance.

If you are offered a renewal, it will be subject to prior payment of the premium for the following year. The maximum duration for renewal of the

insurance cover is five (5) years, inclusive of the initial twelve (12) month term.

3.3 When and how can I cancel the insurance cover provided by the policy?

You can cancel your insurance contract within fourteen (14) days of taking out the policy, or within fourteen (14) days of renewal of the policy ("Cooling-off Period") without giving any reason. This right can be exercised free of charge. The Cooling-Off Period commences on notification to You of the conclusion of cover or renewal of cover, but not before You have received information about Your insurance as required under applicable law. You will be provided with a full refund of Your premium unless you have already made a Claim, in which case there may be deducted from the refund an amount equivalent to the cost of the settled Claim and, to the extent that this exceeds the outstanding amount of premium refund due, any Deductible may be retained by bolttech.

3.4 When does my insurance cover start?

Your insurance cover will take effect on the date stated in the Certificate of Insurance.

3.5 When does my insurance cover end?

(a) Automatically:

- After expiry of the agreed contract term, unless you have been offered a renewal and have paid the premium for the following year.
- In the event of loss or total destruction of your Insured Device which does not trigger benefits under the insurance policy or if your purchase of the Insured Device is cancelled.
- In the event of replacement of the Insured Device by the Insurer following an accepted Claim.
- In the event of the Purchase Value of the Insured Device being paid to you.

(b) At the instigation of the Insurer:

- in the event of non-payment or late payment of premiums.
- Following a breach of the Policyholder's obligations as specified in Section 6.5.

(c) Termination rights after the occurrence of either two repairs or a replacement of the insurance device:

- Either of the contracting parties may terminate the insurance policy. The termination must be in writing. The termination is only permitted after expiry of one month following settlement of a Claim.
- Any termination by the Insurer becomes effective one month after its receipt by the Policyholder and the Insurer shall repay to the Policyholder the balance of the premium for the unexpired term of the insurance and provide reasons for the termination.
- The Policyholder is entitled to terminate the insurance policy in writing with immediate effect.

3.6 What do I have to do if I change my Insured Device or change certain information?

You must inform refurbed when you change your Insured Device or when your address changes. You can do this independently in the portal at **refurbed-plus.chargebeeportal.com** or by email to **plus@refurbed.com**.

4. INSURANCE COVER AND BENEFITS UNDER THE POLICY

4.1 What benefits are payable in respect of Damage and Liquid Damage cover?

The Insured Device must be repaired in accordance with the instructions provided by bolttech at a Service Centre designated by bolttech.

If the repair costs are higher than the Replacement Value or if the Insured Device cannot be repaired after inspection, you will receive a replacement device in accordance with the limits set out in Article 4.4 of these GCI.

4.2 What benefits are payable in respect of Robbery and Burglary cover?

You will receive a replacement device in accordance with the limits set out in Article 4.4 of these GCI.

4.3 What is the geographical scope of my insurance cover?

The Insured Device is covered by the insurance cover in Your country of residence and for travel outside Your country of residence subject to any

rules on international sanctions. Repairs and replacements, however, can only be carried out from or via the Republic of Ireland.

4.4 What are the limits of my insurance cover?

The provision of benefits by the Insurer is limited to:

- two repairs per Insurance Year, or
- one Insured Event with replacement or monetary compensation or voucher per policy.

In addition, a Deductible applies to each Claim, the amount of which depends on the Purchase Value of the Insured Device (see below):

Purchase Value of the Insured Device (in EUR)	Amount of the Deductible (in EUR)
up to 99.99	25
from 100 to 299.99	50
from 300 to 399.99	60
from 400 to 499.99	80
from 500 to 999.99	100
from 1.000 to 1.999,99	150
from 2.000 to 3.999,99	200

The Deductible must be paid by the Policyholder before the insurance benefit can be granted. Further information on the payment including options for this will be communicated to the Policyholder in the event of a Claim.

5. EXCLUSIONS OF BENEFITS

The policy cannot cover all possible situations. The Insurer will not fulfil your Claim for:

- Insured Events resulting from a Deliberate Act of the Policyholder;
- Insured Events resulting from civil war or war with foreign involvement, riot, popular uprising, popular revolt or military operation of any kind;

However, these two exclusions above do not apply in the case of a lawful defence or if the Policyholder is not actively involved in such an event.

- Insured Events resulting from the direct or indirect effects of a nuclear explosion or radioactive radiation, fire, flood or storm surge;
- Insured Events that occur when the Insured Device is used by a person other than the Policyholder or that fall within the scope of the liability of a Third Party and the insurance cover of that Third Party covers the Insured Event;
- Simple theft of the Insured Device (e.g. pickpocketing);
- other consequences and/or costs associated with the loss of the Insured Device;
- Damage, Liquid Damage, Robbery or Burglary to Accessories and Connecting Elements of the Insured Device;
- Failure of the Insured Device without the occurrence of a sudden, unforeseeable or external event;
- Insured Events where the Policyholder is unable to state the circumstances underlying the Insured Event.

In addition, Damage or Liquid Damage is not covered in the following cases:

- Insured Events where the Policyholder is unable to provide the Insured Device or where the IMEI number of the Insured Device is illegible;
- Insured Events resulting from non-compliance with the instructions for use, connection, installation and maintenance contained in the manufacturer's instructions for use of the Insured Device or from a change made to the original characteristics of the Insured Device at the instigation of the Policyholder;
- Costs for estimates, commissioning, repair or delivery incurred by the Policyholder without prior approval of the Insurer or bolttech;

- Insured Events of an aesthetic nature that affect the external parts of the Insured Device and do not impair its functionality, such as scratches, blistering, chafing, discolouration, scuffs and cracks;
- Insured Events resulting from normal wear and tear of the Insured Device;
- the indirect financial or other loss suffered by the Policyholder during and after an Insured Event;
- Insured Events where the condition of the Insured Device as determined by physical inspection does not correspond to the circumstances stated by the Policyholder when making a Claim for the Insured Event.

6. HOW DO I REPORT AN INSURANCE CLAIM?

6.1 How and within what period do I have to make a Claim?

You must report your insurance Claim via the bolttech Claims Portal at the following address:

refurbed.bolttech.eu

If you have any questions or problems in connection with your Claim, please contact bolttech by email at refurbed-IE@bolttech.eu. You must report your Insured Event immediately, if possible within ten (10) working days of becoming aware of it.

The Policyholder is obliged:

(a) generally:

- Imminent damage must be averted and any damage that has occurred must be kept to a minimum.

(b) for all Claims:

- make all statements (including verbal statements) to the Insurer in the course of the Claims settlement completely and truthfully. False or misleading statements regarding the date, type, causes, circumstances or consequences of the Insured Event may result in the Insurer refusing to pay the Claim and terminating the contract. False or misleading statements could also result in criminal prosecution if the relevant requirements are met.

(c) in the event of a Robbery or Burglary:

- Without undue delay, file a criminal complaint with the Gardaí, or report from the relevant police authority in case the incident occurred elsewhere, which must include the Robbery or Burglary of the Insured Device, its circumstances and the identification data of the Insured Device (make, model and IMEI or serial number) as well as the signature and official stamp of the police authority concerned, together with proof that you have reported to Your mobile operator that Your Insured Device has been stolen so that Your SIM card and device IMEI can be blocked. The criminal complaint must be filed as soon as possible, if possible within ten (10) working days.

(d) in the event of Damage or Liquid Damage:

- not to carry out their own repairs;
- to notify bolttech without undue delay of the circumstances of the Insured Event, if possible within ten (10) working days;
- to follow bolttech's instructions regarding the damaged Insured Device.

If required, you can contact bolttech as described above.

6.2 What supporting documents do I have to submit?

You will be asked to provide supporting documents and to take certain additional measures depending on the type of Insured Event reported.

In the event of Robbery or Burglary, you must provide bolttech with a copy of the Gardaí criminal report, or report from the relevant police authority in case the incident occurred elsewhere, stating the date of the Robbery or Burglary, a detailed description of the circumstances, the serial number of the Insured Device and, if the criminal report was not made online, the signature and official stamp of the officer who made the criminal report.

More generally, you must provide bolttech with all documentation that the Insurer may reasonably request to determine whether or not your Claim is valid.

6.3 How does the Claims settlement process work?

(a) Claims settlement in case of Damage or Liquid Damage

In this event, you must return the Insured Device with the consent of bolttech to the Service Center specified by bolttech to have an inspection carried out at the expense of the Insurer.

bolttech will provide you with instructions for forwarding the Insured Device.

IMPORTANT: Before sending the Insured Device to the Service Centre, it is Your responsibility to ensure that no files, personal data, databases or software stored are accessible. Any remaining personal data may be destroyed by the Service Centre upon receipt of the Insured Device. bolttech is not responsible for the storage of any of Your data. bolttech recommends that You make a backup copy of Your personal data and Your apps before taking or sending the Insured Device to the Service Centre.

- If the Insured Device includes a device location feature or account or a cloud feature (or equivalent), these features or accounts must be disabled prior to sending the Insured Device to the Service Centre. Otherwise, the Service Centre will not inspect the Insured Device.

(b) Entitlement to benefits for the Insured Event accepted after verification

If your Claim for the Insured Event is accepted after inspection, the Insured Device will be repaired and returned to you at the Insurer's expense. If repair is not possible or if the cost of repair is equal to or greater than the Replacement Value of the Insured Device, you will receive a replacement device up to a maximum of the Replacement Value at the time of the Insured Event. The replacement device is usually the same device model as the Insured Device (the same colour cannot be guaranteed). If the same device model is not available, you will receive a device of the same type and quality.

(c) Compensation through payment or voucher

In certain exceptional cases, it may not be possible to offer you a replacement for your Insured Device. In this case, we will settle your Claim either by making a payment of the replacement value or issuance of a refurbished voucher in the amount of the replacement value. The choice of compensation is at the discretion of bolttech. The replacement value is determined in accordance with the following table:

Accident month after device purchase	Replacement value as % of purchase price
1-6	100%
7-12	90%
13-18	80%
19-24	70%
25-30	60%
31-36	55%
37-42	45%
43-48	40%
49-54	35%
55+	30%

(d) Property of the Insurer

If You send bolttech a defective Insured Device as part of a device replacement or payment or voucher Claim, it will become property of bolttech and bolttech will keep the device and delete all personal data from it.

(e) Entitlement to benefits for the Insured Event rejected after verification

If your Claim for the Insured Event is rejected after verification, the Insured Device will be returned to you at the Insurer's expense, provided that the shipping address is in the Republic of Ireland, unless the Claim for the Insured Event involves fraud or attempted fraud.

For any Insured Device sent by post to the Service Centre and in cases where You refuse to take back the Insured Device for reasons attributable to You, whether intentionally or otherwise, after work has been carried out within or outside the scope of this insurance cover, the cost of return postage will be charged to You and must be paid before the Insured Device is re-sent to You.

6.4 Access data to the customer area and their confidentiality

After taking out the insurance, you will receive an e-mail from bolttech with the policy documentation as well as for registration to bolttech Claims Portal (refurbed.bolttech.eu). You are responsible for keeping the access data safe and confidential. This access data are personal and strictly confidential. You undertake to keep them secret and to take all necessary measures to ensure that they remain secret. The entry of your access data has the legal force of an identification. You hereby acknowledge that any action taken using your access data will be deemed to have been taken by you and that you cannot Claim not to be (directly) responsible for it.

6.5 Incorrect information (Claims)

If the Policyholder intentionally or grossly negligent breaches an obligation specified in this contract, the Insurer is entitled to reduce his benefit in proportion to the severity of the fault of the Policyholder.

Except in the case of a fraudulent breach of obligation, however, the Insurer is obliged to indemnify insofar as the Policyholder proves that the breach of obligation is not the cause of either the occurrence or the determination of the Insured Event or the determination or the scope of the Insurer's obligation to indemnify.

If the Policyholder by gross negligence violates an obligation to provide information or clarification after the occurrence of the Insured Event, the Insurer shall only be fully or partially exempt from indemnification if the Insurer has suffered damage as a result of the omission.

7. YOUR INSURANCE PREMIUM

7.1 What are the costs for my insurance?

Your insurance premium is calculated according to the price category of the Purchase Value of the Insured Device and shown on the Insurance Certificate.

7.2 How do I pay my insurance premium?

The insurance premium is payable in advance including taxes. The initial premium is payable at the time of taking out the policy when you purchase the Insured Device on www.refurbed.ie. If you are offered renewal cover, any subsequent premiums are payable to refurbed and you will be asked to pay each year before the due date.

Should you revoke an agreed SEPA direct debit or arrange for a single payment to be reversed and the premiums remain unpaid, the Insurer may withdraw from the contract (in the case of initial and single premiums) or terminate the contract (in the case of subsequent premiums) and is released from the obligation to pay benefits under the circumstances specified therein.

The premium may be changed by the Insurer on the renewal date:

- if the authorities change the tax rate applicable to the premium;
- if this is justified by changes in the technical characteristics (risks) of the policy.

You will be notified of any change in premium within a reasonable time before renewal of the policy (and in any event no later than (twenty) 20 working days before renewal).

8. GENERAL INFORMATION

8.1 Who can I contact to lodge a complaint?

If, contrary to expectations, there is a reason for you to complain, please contact bolttech in the first instance, either online at refurbed-complaints@bolttech.eu, by telephone on +35319635631 or by post at Bolttech Digital Insurance Agency (EU) GmbH, Praterstraße 1/Space 22, 1020 Vienna, Austria. bolttech will use its best endeavours to resolve your concern or problem to your satisfaction as soon as possible.

Alternatively, or if you are not satisfied with the decision or negotiation with bolttech, you can contact the following:

- to the German supervisory authority responsible for the Insurer: the Federal Financial Supervisory Authority (BaFin), Graurheindorfer Straße 108, D-53117 Bonn; online complaint form: <https://www.bafin.buergerservice-bund.de/Formular/VersicherungFormular>; fax +49 228 4108-1550. Please note that BaFin is not an arbitration body and cannot make binding decisions on individual disputes.

boltech will contact You as soon as receives Your complaint and no later than five (5) working days, to inform You of the action boltech has taken and explain boltech's complaint handling procedures, including the name of the individual that will be the point of contact in relation to Your complaint and providing regular updates on the progress of the Claim at intervals of not greater than twenty (20) working days. Boltech will review Your case and give You a prompt response.

If you have notified your complaint to boltech and it has not been resolved within forty (40) working days, you may have the right to refer your complaint to the Financial Services and Pensions Ombudsman as follows:

Address: Lincoln House, Lincoln Pl, Dublin 2, D02 VH29, **Phone:** +353 1 567 7000, **Email:** info@fspo.ie

The above provisions on the complaints procedure apply without prejudice to other legal options which you can use at any time.

8.2 Applicable law, language and place of jurisdiction

The contract is based on Irish law.

The English language alone shall apply to the contract, including all preliminary information and communication during the term of the contract.

For actions arising from or in connection with the insurance contract or insurance mediation, the court in whose jurisdiction the Policyholder has his domicile or, in the absence of such, his habitual residence at the time the action is brought shall also have local jurisdiction.

8.3 Incorrect information (pre-contractual)

Please note that you jeopardise your insurance cover if you provide a negligent or fraudulent misrepresentation when taking out the insurance policy. Providing a negligent or fraudulent misrepresentation in answering any questions when taking out the policy may entitle the Insurer, depending on the fault, to withdraw from the contract, to terminate it or to reduce proportionately the amount to be paid on a Claim, which may under certain circumstances lead to exemption from benefits even for Insured Events that have already occurred.

8.4 Data protection

Your personal data will be processed by the Insurer and agents in accordance with applicable laws. For further information on the handling of your data, please refer to the data protection notices provided separately.

8.5 Stamp Duties Consolidation Act 1999

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

8.6 Insurance Act 1936

All monies which become or may become payable to You under the Policy shall, in accordance with Section 93 of the Insurance Act 1936, be payable and paid in the Republic of Ireland.

8.7 Electronic format

You have been provided these Terms and Conditions in an electronic format. At any given time, You may choose to receive these Terms and Conditions in a physical format, contacting us in accordance with Section 3.

8.8 Currency

It is agreed that the currency of all premiums, limits of indemnities and Deductibles related to these Terms and Conditions shall be deemed to be in Euro(s).

8.9 Double Insurance

You must inform the Insurer of the existence of other insurance policies entered into with other Insurers which cover the Insured Device for the same Claims.

If You deliberately omit to notify the existence of other insurance policies, the Insurer is not obliged to provide the services listed in these Terms and Conditions of insurance in the event of over insurance of the loss.

8.10 Statutory Rights

This insurance cover does not affect Your statutory rights including any coverage provided under the manufacturer's statutory guarantee of Your

Insured Device for any loss caused by a manufacturing defect or recall of Your Insured Device where the defect or recall occurs during the manufacturer's warranty.

8.11 Product Suitability

This insurance is designed for the refurbished customers who may wish to protect their new devices against Damage, Liquid Damage, Robbery and Burglary.

You may purchase refurbished device products separately from this Insurance Device cover, as this cover is an optional add-on.