Policy terms and conditions Mobile Complete

Introduction

Tulip Assist insurance policies are offered by Tulip Assist Insurance Limited. For questions about your insurance, the premium collection, or a claim settlement, please contact the Tulip Assist customer service.

Tulip Assist
Phone: 050 - 700 19 94
Email: info@tulipassist.nl

Terms and definitions

It's important to us that you fully understand the policy. For this reason, we have *italicized* important and difficult terms, and included '**Good to know'** headings in the policy. These *italicized* terms are explained further in chapter 14.

Tulip Assist

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Chapter 1 – What do we expect from you?

We expect you to do anything you can reasonably do to prevent damage to your device, and that you will take all necessary precautions to prevent damage.

We also expect you to report damage to your device as soon as possible after the damage occurred, and at least during the term of your insurance (see chapter 6).

We also expect you to provide us with all the information we need to fully and properly process your damage claim or information that is important for your insurance, and that you cooperate fully in order to help us with that. You are reminded that any incomplete or inaccurate information may result in your claim being repudiated. You are fully responsible for any information you provide us (see chapter 10.2).

Chapter 2 – What is covered by the insurance?

2.1 – What is covered?

With the 'Mobile Complete' insurance policy, your device is covered for damages includes, but is not limited to:

a. Damage caused by falls
b. Damage caused by knocks or bumps
c. Humidity damage
d. Theft
e. Operating expenses up to €1.000 caused by misuse within 24 hours after theft
f. Damage caused by fire or lightning strike
g. Damage caused by frost

2.2 – What is not covered?

You will not receive compensation for damage to your device 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. Stored your device in an *unsafe* place
d. Stored your device in a means of transport that wasn't locked
e. Could have taken better measures in the particular situation in order to prevent damage
f. Acted in violation of the manual of your device

Or if it is a case of:

g. *Loss* of your device
h. Damage to your device caused intentionally, through negligence or recklessness
i. Monthly contract fees
j. Damage to accessories or other attachments of your device
k. Loss of data as a result of damage to your device

l. Normal wear and tear, (factory) warranty, gradual degradation of parts, depreciation, *cosmetic damage,* insufficient maintenance, or an inherent defect
m. Damage that occurred during or after a repair by a different party than Tulip Assist or related damage
n. Damage caused by a mail shipment
o. Damage caused by misuse, experimentation, or viruses
p. Damage that occurred before taking out the insurance
q. Damage you report after the end of your insurance term
r. Damage caused by natural disasters, armed conflicts, or use of weapons
s. *Consequential loss* or the damaged has been reimbursed by another insurance
t. Damage that occurred during the letting or loan of your device, or as result of a confiscation
u. *Fraud* or *deception*

Chapter 3 – Who is covered?

3.1 – Acceptance

Anyone over the age of 18 who has a permanent address or residence in the Netherlands and purchases a device from a connected Reseller can take out this insurance. Legal entities with a permanent seat in the Netherlands can take out this insurance as well.

3.2 – Rejection

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

We will reject the insurance application in certain situations, which include the following:

If there is a negative personal or credit registration check at, for example, the Dutch Bureau of Credit Registration (BKR) or another credit rating agency.

If we rejected or terminated an insurance of yours in the past.

Chapter 4 – Where are you covered?

This insurance offers world-wide coverage for damage to your device.

Chapter 5 – Start, length, and end

5.1 – Start

Once we have accepted your insurance application, you will receive a confirmation email. The confirmation email includes the policy terms and conditions, the policy sheet, and an information sheet. You can find the start date of your insurance on the policy sheet.

5.2 – Length

Your insurance runs for a minimum period of 30 days and a maximum of 5 years.

5.3 – End

You may cancel the 'Mobile Complete' insurance at any time. Cancel your insurance online by logging into your account via www.tulipassist.nl/login. Go to the tab 'Mijn Polissen' and click on

'Polis beëindigen' to cancel your 'Mobile Complete' insurance. We work with a 30-day notice period.

We will terminate your insurance in case of:

a. Claims adding up to a total of twice the original purchase value of your device
b. Reaching the maximum insurance length
c. Not paying the premium on time (see chapter 9.1)
d. Transferred ownership of your device to someone else
e. Moving outside of the Netherlands
f. Death
g. *Fraud*, *deception,* or providing false information when taking out the insurance
h. Use of your device for criminal activities

We may also cancel the insurance with immediate effect if there are exceptional circumstances as a result of which the insurer cannot be expected to continue the insurance contract.

For instance;

i. The situation in which the financial health of the insurer is at stake

Good to know: should we terminate your insurance; you are not entitled to premium refunds. We will always report *fraud* to the police. Tulip Assist may engage SODA to recover all costs related to the *fraud.* You also risk a fine of €532.00, which includes the collection of costs.

Chapter 6 – What should I do in case of damage or theft?

If you discover damage to or theft of your device, we expect that you let us know within as soon as possible after the damage occurred by sending us a claim form that can be found here www.tulipassist.nl/login (see Chapter 7). You should at least report the damage/theft during the term of your insurance. This means you must be insured at the time of reporting and at the time the damage occurs. You can read how to report damage/theft in chapter 7 of this policy.

If your device was stolen, we expect you to report it as soon as possible after the device was stolen. We also expect you to have your provider block your SIM card as soon as possible. You can find more information about this in chapter 7 of this policy.

In the event of theft of your device, we will always report the IMEI number of your device to the police. The IMEI number will then be included in the www.stopheling.nl database. This prevents the device from being resold. We will also pass on the IMEI number of the device to providers, so the device can be blocked.

We expect that you do not harm the interests of the insurer and that you do everything possible to prevent that.

Good to know: we may decide not to compensate the damage if you do not report the damage or theft to us in time (within the term of your insurance) or if you are (temporarily) uninsured when payment of the premium is not performed in time.

Chapter 7 – How do I register damage or theft?

Follow the five steps below in order to register a damage or theft.

1. Block your SIM card with your provider as soon as possible Once that's done, report the theft to the police as soon as possible.

2. File your damage claim online by logging into your account via www.tulipassist.nl/login. Go to the tab 'Mijn schades' and click on 'Schade melden' to register a claim.

   Good to know: if you register a damage with us, you will be charged with a deductible. The amount of the deductible is included on your policy sheet. You can find more information in chapter 9.2 of this policy.

3. Follow the instructions we send you by email. This way, we can process your damage claim quickly and well.

   Good to know: the treatment of your claim can take longer if you do not follow the instructions given by your Insurer or if you do not provide the Insurer with all the required information and/or documents, we may decide not to compensate the damage to your device. So please read the instructions carefully. Should you require any help in filling the claim or encounter any problems, please contact our customer support team. You can find more information in chapter 11 of this policy.

4. Make a backup of the information on your device before sending us your device. This way, you will prevent loss of personal files like pictures and device numbers.

   Good to know: we are not responsible or liable for loss of or damage to personal files on your device caused by a repair. You are fully responsible for making a backup of your personal files before sending us your device. You can find more information in chapter 11 of this policy.

5. Reset your device to factory settings.

   Good to know: we can only repair your device if you have removed your Google or Apple account from your device. You should also remove 'Find My iPhone' from an Apple device. After you reset your device to factory settings, all data stored on your device could be deleted from your device, including but not limited to photo's, video's, contacts, and installed applications.

Chapter 8 – What is compensated?

8.1 – In kind

Compensation for damage to or theft of your device will always be paid in kind. We do not pay out in cash for damage on your device caused by damage or theft. We only pay in cash for expenses up to €1.000 caused by misuse within 24 hours after theft.

8.2 – Repairs or replacement

We will pay for the repair fees for damage to your device. The repair fees may turn out higher than the market value of your device. In that case, we will replace the device rather than repair

it. You will then receive a Device of the same brand and type. If this is no longer available, you will receive a similar device with equal features. This device may be new or refurbished. The insurance will automatically transfer to the new device. The device we have replaced becomes the property of the Tulip Assist. If a stolen device is recovered after it was replaced, the recovered device will also become the property of Tulip Assist.

8.3 – Limitations

During the term of your insurance we will pay out a maximum of twice the purchase value of your device. The purchase value is included on the policy sheet. We will inform you by email when you have reached the limit of your insurance. It may occur that the repair fees exceed the maximum amount. In that case, we will also inform you. We will then decide together whether you want to have your device repaired for an extra payment or you do not want to go through with the repairs.

Chapter 9 – Payments

9.1 – Premium payment

The monthly insurance premium is paid in advance by direct debit. The collection is always made before the first calendar day of the month. If the premium cannot be collected, we will inform you by sending you a payment reminder by email. We will then try to collect the payment once again.

If the second attempt to collect the payment fails as well, you will receive another email with a second payment reminder.

If the second attempt to collect the payment fails and the premium has not been paid manually by the 14th day of the calendar month, the insurance coverage will expire on the 15th day of the calendar month, with retroactive effect from the 1st day of the month. This is called suspension of insurance. We will inform you by email if we have suspended your insurance. You are not insured during a suspension. You will have 14 days after we have suspended your insurance to pay the overdue premium. The insurance will come into effect again on the day we have received the overdue premium.

If we have not received the premium within 14 days of the suspension of your insurance, we will terminate your insurance (see chapter 5.3).

Good to know: once we have terminated your insurance, you cannot reactivate it again. The overdue premium still has to be paid after termination.

9.2 – Deductible

When we accept a damage claim, we will charge you with a deductible. The amount of the deductible can be found on the policy sheet. The deductible will be charged with every accepted damage claim and collected automatically from your bank account via direct debit.

Good to know: we only pay for the damage to your device after you have paid the deductible.

Chapter 10 – What happens to my personal details?

10.1 – Privacy

Your personal details are in safe hands, and we will do everything we can to protect them. We only process your personal details in order to draw up and execute the insurance. If necessary, we can request additional details from your provider. We can also use your personal details to prevent and combat *fraud.* Your details may also be used for marketing purposes when you have given us your express permission.

You can find more information about the way we handle your personal details on https://www.tulipassist.nl/klantenservice/privacyverklaring

10.2 – Notification obligation

If you have any relevant information that could affect the coverage of your insurance, we expect you to let us know as soon as possible.

Relevant information may include:

a. Change of your bank, address or bank details
b. If you have had your device repaired by a party other than Tulip Assist
c. When ownership of your device has passed to another
d. When you move abroad
e. When the insured has died

Our contact details can be found in chapter 13. You can also view and change the data yourself by logging into your account via www.tulipassist.nl/login.

Chapter 11 – Liability

We are not responsible or liable for:

a. Loss or damage to data or files (e.g. pictures, device numbers) on your device as a result of a repair
b. Not or incorrectly following the instructions we give you

Chapter 12 – Other terms and conditions

12.1 – Complaints procedure

We will do everything we can to process your complaint well and as quickly as possible. If you have a complaint about the insurance or the execution of the insurance, please contact the Tulip Assist customer service.

Phone: 050 - 700 19 94
Email: info@tulipassist.nl
Antwoordnummer 1014
9700 VC Groningen

If you cannot come to an agreement with the customer service department, and you remain dissatisfied with your experience of Tulip Assist, please submit your complaint via:

Email: klachten@tulipassist.nl

You may also approach the insurerdirectly:

Tulip Assist Insurance Limited
3rd Floor - Development House
St. Anne Street
Floriana FRN9010
Malta

In case your complaint has not been resolved to your satisfaction, you may approach the responsible financial authority via:

Klachteninstituut financiële dienstverlening (Kifid)
Koningin Julianaplein 10
2595 AA Den Haag
PhoneDevice: 070-3338999
Email: consumenten@kifid.nl

Or via:

Office of the Arbiter for Financial Services
First Floor
St Calcedonius Square
Floriana FRN1530
Malta
Telephone: (+356) 21249245
E-mail: complaint.info@financialarbiter.org.mt
Website: www.financialarbiter.org.mt

If the previous steps fail to produce a desired and satisfying result, you may approach the authorized Dutch court.

Good to know: we take any complaints very seriously, and we will do anything we can to come to a solution together. Additional details on how we manage complaints are available on https://www.tulipassist.nl/klantenservice/klachtenprocedure.

12.2 – Changes to premium and conditions

We may change the premium and policy terms and conditions of this insurance at any time. If anything changes, we will let you know via email. If a change is to your disadvantage, you can cancel your insurance within 30 days after receiving notice of this change.

12.3 – Applicable law

The Dutch law is applicable to this agreement. Disputes about this insurance or the execution of this insurance will be submitted to the authorized Dutch court.

Chapter 13 – Contact details

Tulip Assist
Phone: 050 - 700 19 94
Email: info@tulipassist.nl
AFM license: 12045732

Postal address
Tulip Assist
Antwoordnummer 1014
9700 VC Groningen

Registered address
Waagstraat 1
9712 JX Groningen

Insurer/manufacturer
Tulip Assist Insurance Limited
Development House
St. Anne Street
Floriana FRN9010, Malta

Tulip Assist Insurance Limited, company registered in Malta under the following registration number - C80601 - whose registered office is at Development House, St. Anne Street, Floriana FRN9010, Malta, authorised by the Malta Financial Services Authority to carry on the business of insurance pursuant to the Maltese Insurance Business Act (Chapter. 403 of the Laws of Malta. The authorisation details can be found on https://www.mfsa.mt/financial-services-register/result/?id=12648

Chapter 14 – Glossary

The meaning of all *italicized* terms in the policy are further explained below.

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

Distributors – Tulip Assist act as Distributor in the formation of this insurance. Tulip Assist does not give advice.

Authorized agent - Tulip Assist is the Authorized agent and Distributor of Tulip Assist Insurance Limited and acts as a point of contact for this insurance. Tulip Assist is a trade name of Batavia Services B.V. Batavia Services B.V. is an insurance broker authorised by the Dutch Authority for the Financial Markets (AFM). The authorisation details can be found on https://www.afm.nl/en/professionals/registers/vergunningenregisters/financiele-dienstverleners/details?id=7F6A938B-29FC-E711-80D5-005056BB0C82

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

Device – This is the apparatus you have insured with us.

Insured object – This is the device you have insured with us. The term **'device'** is used to refer to the insured object. When we replace your device as part of the insurance, the coverage automatically transfers to the new device.

Fraud – we mean a situation where you:

a. Want to receive unfair advantages through us
b. Want to harm or cheat other parties through us
c. Want to make one of the situations above possible

Deception – we mean a situation where you deliberately mislead us with the purpose of benefiting yourself or someone else. For example, by obtaining compensation for a damage you are not entitled to.

Repair by another party - By this we mean the situation in which your device has been repaired by a party other than Tulip Assist and that this repair has caused damage. In situations such as this, it cannot be guaranteed that the repair was properly performed. It is therefore important that you report damage to your device as soon as possible after the damage occurred.

Damage - by this we mean damage to or in your device, as a result of which the device no longer functions properly and / or the damage prevents the daily use of your device. You can think of large cracks in the screen, moisture in your device or large defects in the housing which prevent normal use of the device.

Cosmetic damage – we mean damage to your device where the device is still working properly, and the damage does not interfere with daily use of the device. This includes small scratches or dents that are caused by carrying your keys in the same pocket as your device.

Fire – we mean damage caused to or in your Device by flames, as a result of which the device is no longer working properly and such damage refrains a normal and daily use of your device.

Lightning strike – we mean damage caused to your device due to electrical charges from thunder, as a result of which the device is no longer working properly and such damage refrains a normal and daily use of your device.

Frost – we mean damage caused to your device due to freezing temperatures, as a result of which the device is no longer working properly and such damage refrains a normal and daily use of your device.

Unsafe place – we mean bags, clothes, or furniture in freely accessible public places (tables, chairs, couches etc.) where there is a high risk of damage or loss/theft. This includes bags and clothes with easily accessible pockets.

Leave unattended – we mean the situation where you leave your device, either intentionally or unintentionally, out of your sight or stored in a place where it is almost impossible for you to prevent damage or theft.

This also includes the situation where you leave or store your device in your sight, but are so far removed from your device that it is almost impossible to prevent damage or theft.

Loss – we mean a situation where your device was lost because you either left or placed it – intentionally or unintentionally – in an unusual place, or because you forgot about it. This includes furniture (like tables, chairs, couches etc.) in public spaces that are freely accessible, and also in the work place, or in houses.

A situation where you lost your device because it (unintentionally) fell from your pocket or bag is also included here.

Consequential loss – we mean the additional damage that occurred as a consequence of damage to or loss/theft of your device. This includes being temporarily unavailable in the period of repairs.