



GENERAL CONDITIONS OF INSURANCE FOR GARENTII RENTAL DEPOSIT INSURANCE

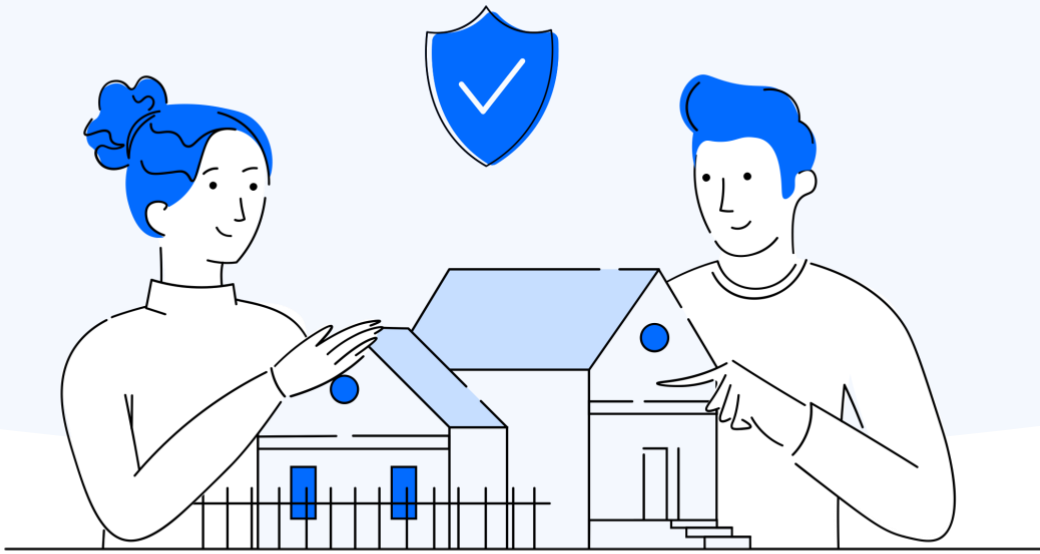
www.garentii.com



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I. Conditions of Insurance



1. INSURER AND AUTHORISED AGENT



1.1. Insurer and Guarantor (hereinafter: “we”, “us”) is Accelerant Insurance Europe SA/NV, Bastion Tower, Place du Champ de Mars 5, 1050 Brussels, Belgium, an insurance company registered in Belgium (company number 0758.632.842), authorised under code 3193 and regulated by the National Bank of Belgium (NBB) and the Financial Services and Markets Authority (FSMA). The Insurer operates in Germany under EU free movement of services rules.

1.2. Our main business activity is the provision of insurance cover in property insurance and other composite insurance lines. No guarantee fund is

maintained within the meaning of Section 1 (1) no. 5 the Regulation on Information Obligations for Insurance Contracts (VVG-InfoV). Garentii GmbH, Mühlendorfstr. 8, 81671 Munich, Germany, E-mail: hi@garentii.com, Phone: 089-9042941 30, www.garentii.com (Local Court Munich HRB 268422, Register of Intermediaries D-BR4G-CZJN3-27) is authorised to broker rental deposit insurance on our behalf, to issue guarantee certificates (Bürgschaftserklärungen) for rental deposits in our name, to collect the insurance premiums, to conduct correspondence relating to your contract, to terminate insurance contracts and to settle claims.

2. INSURANCE COVER AND YOUR OBLIGATIONS



2.1. Garentii Rental Deposit Insurance insures your future payment obligations as a tenant relating to the tenancy listed in the insurance policy (Certificate of Insurance), on the basis of which your landlord has a right to a rental deposit. For this purpose, we issue your landlord a guarantee corresponding to your security deposit obligation under the tenancy agreement. This guarantee, however, shall not exceed the statutory maximum limit of three months' basic rent (exclusive of operating costs payable as a lump sum or as an advance payment) pursuant to Section 551 of the German Civil Code (BGB) and is limited to a maximum amount of EUR 15,000. Further requirements are that the tenancy agreement is subject to German law and concerns privately used residential property located in Germany.

You are obliged to reimburse us for any payments rendered by us to your landlord as a result of a claim under the guarantee.

The payment obligations towards your landlord secured under the guarantee include:

2.1.1. Rent debt

2.1.2. Operating costs (based on operating cost statement)

2.1.3. Claims for damages due to owed but neglected or insufficiently executed cosmetic repairs (insofar as such repairs were validly agreed)

2.1.4. Claims for compensation due to damage to the rental property, insofar as these go beyond normal wear and tear

Please note:



Rent debt



Operating costs



Cosmetic repairs



Damage

On the basis of this insurance contract, we undertake on your behalf to provide your landlord with a guarantee on first demand as security for rent, waiving any rights to pursue voidability and set-off as well as the defence of unexhausted remedies (Sec. 770, 771 BGB), for the fulfilment of the aforementioned liabilities (clauses 2.1 to 2.4). In fulfilment of this guarantee commitment, we, as Guarantor, issue a guarantee certificate (Deed of Guarantee) in favour of your landlord named in the insurance policy. This guarantee certificate thus replaces your rent deposit payment to the landlord. Our performance upon occurrence of an insured event is to provide your landlord with a payment under our guarantee commitment on the basis of a justified request. We will make the guarantee certificate available to the landlord for download on the Garentii platform (online) or, if requested by the landlord, send it via Garentii GmbH to the landlord's e-mail address listed in the insurance policy. The rent deposit claim can be transferred by the landlord to another natural or legal person. In this case, our previous guarantee commitment lapses and we will issue a new guarantee for this person as guarantee creditor (Bürgschaftsgläubige).

A prerequisite for the assertion of the rent deposit claim is that the landlord makes a claim against us under the guarantee in accordance with clause 2.2. We will then satisfy the asserted claim, limited to the amount of the agreed sum insured. In doing so, we are not obliged to ascertain whether the claim asserted against you by the landlord actually exists (except as set forth under clause 2.4). The landlord can assert multiple claims on the basis of the guarantee, provided that the total amount of the claims does not exceed the amount of the sum insured.

Any payment by us reduces our obligation under the guarantee.

2.2. Conditions for payment of the guarantee

To receive payment, the landlord must submit an application for the assertion of a claim via Garentii's platform (online). Any such claim for payment of the guarantee must be asserted by the landlord: for rent arrears, within 180 days of the effective date of termination of the tenancy agreement; for outstanding operating costs, at the latest by the end of 90 days after the statement of operating costs has been sent to you; and for other claims, within the statutory limitation period. Garentii will assess the validity of the claims against the following evidence to be provided by the landlord:

2.2.1. For claims due to insufficiently executed cosmetic repairs and damage to the rented property:

- Tenancy agreement
- A detailed description of the damage
- Photos or video of the damage
- Handover checklist for the move-in
- Cost estimate for repair of the damage
- Handover checklist for the move-out

2.2.2. For claims relating to operating costs:

- Tenancy agreement
- Statement of operating costs for the period of the asserted claims
- Proof of invoicing to the tenant

2.2.3. For claims relating to rent arrears:

- Tenancy agreement
- Proof of late payment, e.g. bank statement for the rent payment period in question

2.3. Notification of policyholder

Garentii will promptly notify you of the claim and ask for any evidence that refutes the claim.

2.4. Assessment by Garentii

Based on the evidence and documents submitted, Garentii will only assess whether the asserted claim obviously constitutes an abuse of rights or whether you have submitted sufficient evidence (e.g. legally binding court judgments, other titles, reports of court-appointed experts etc.) from which the illegitimacy of the landlord's

asserted claim can be established without further investigation (see clause 2.4).

i Clarification: We are not obliged to pay benefits to you in connection with an insured event. Rather, you are obliged to reimburse us for all payments rendered by us to your landlord and to reimburse all expenses we incur as a result of the guarantee claim and which we were entitled to assume were necessary under the circumstances.

2.5. Your obligations if your landlord asserts claims under the guarantee

At our request, you must provide us with all the information we need to assess the reason for and amount of the guarantee liability. To this end, you must truthfully and fully complete the questionnaire on our Garentii

platform immediately after we have informed you that your landlord is claiming the guarantee. If your landlord's asserted claim is obviously illegitimate or unfounded, you must also notify us of this within the aforementioned period, giving full and comprehensible grounds for your objections and substantiating with evidence (legally binding court judgments, reports of court-appointed experts, titles and other documents) so that we can use these to counter the landlord's claim.

2.6. Policyholder objections

You may assert defences and objections against our claim for reimbursement of the payments rendered to your landlord under the guarantee and any additional claims only on the basis of such facts that were already known to us at the time of payment to your landlord and would have entitled us to refuse payment of the guarantee amounts. This does not affect your ability to assert a claim for reimbursement against your landlord.

3. YOUR DISCLOSURE OBLIGATIONS PRIOR TO THE CONTRACT



3.1. Disclosure obligation

You are obliged to provide us with truthful and complete information about your financial and income situation, as well as about all other circumstances important for the assessment of risk, and to submit requested documents, e.g. the tenancy agreement, prior to your contract acceptance.

3.2. Legal consequences of violations

If you breach this duty of disclosure, we may withdraw from the contract unless you have breached the duty of disclosure neither intentionally nor through gross negligence. In this case, we may terminate the contract giving one month's notice. Our right of withdrawal due to grossly negligent breach of the duty of disclosure and our aforementioned right of termination are excluded if we would have concluded the contract, though under different conditions, even if we had known of the non-disclosed circumstances. At our request, such other conditions shall become part of the contract retroactively

or, in the event of a breach of duty for which you are not responsible, beginning in the current insurance period. We may only invoke the above right of withdrawal and termination if we have informed you of the consequences of the breach of the duty of disclosure by separate notification in text form. Our aforementioned rights shall be excluded if we were previously aware of the non-disclosed risk situation or the incorrectness of the disclosure.

If the premium increases by more than 10 percent as a result of a contractual change we are entitled to make under the above provision, or if we exclude cover for the non-disclosed circumstance, you are entitled to terminate the contract without notice within one month of receipt of the notification. We are obliged to inform you of this right in the notification. We may only assert the right to withdraw from or terminate the contract and to amend the contract in writing within one month. This period begins as soon as we have become aware of the breach of the duty of disclosure. When

exercising these rights, we must state the circumstances on which the action is based.

i Clarification: The above rights expire five years after conclusion of the contract; however, this does not apply to insured events that occurred before the expiry of this period. If you have intentionally or fraudulently breached the duty of disclosure, the limitation period is ten years.

Our right to challenge the contract on the grounds of fraudulent misrepresentation remains unaffected.

4. CONCLUSION OF THE CONTRACT, COMMENCEMENT AND END OF INSURANCE COVER



4.1. Conclusion of contract

The insurance contract is concluded when we, through Garentii, accept your application submitted via the Garentii website. We will accept the contract if our risk and credit assessment is positive (based on the score by the company commissioned to carry out the credit check, which is listed by name in the data protection consent form). We declare our acceptance by sending the Certificate of Insurance to you via Garentii GmbH, either by e-mail or by placing it on the Garentii electronic platform, which offers you the possibility to retrieve the Information Sheet, the statutory information, the insurance policy (Certificate of Insurance), the contractual provisions including our General Conditions of Insurance and the other documents during the term of the contract and to save them in reproducible form.

4.2. Commencement of insurance cover

Your insurance cover begins on the agreed date specified in the insurance policy. However, our liability to your landlord under the guarantee commitment begins only with the posting of the guarantee certificate in favour of the landlord on the Garentii platform or with the sending of it to the landlord by e-mail.

We are only obliged to issue our guarantee to your landlord from the time you have paid the first insurance premium (clauses 6.4 and 6.5).

4.3. Term and termination of the insurance contract

4.3.1. The insurance contract is concluded for an indefinite period. Each insurance period is one year.

If it is not terminated, the insurance contract is automatically renewed for one year annually.

You can terminate the insurance contract at any time, effective at the end of the current insurance month.

We, however, can only terminate it at the end of the respective insurance period, giving two months' notice.

4.3.2. The insurance contract shall further terminate upon full payment of the guarantee sum to the landlord or upon our complete and unconditional release from the guarantee liability by your landlord via the Garentii platform.

4.3.3. After the end of the insurance contract through termination or payment of the guarantee sum, you are obliged to ensure that we receive a declaration from your

landlord releasing us completely and unconditionally from the guarantee liability.

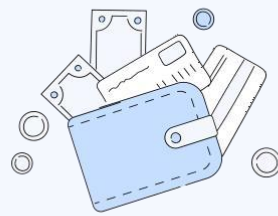
From the end date of the insurance contract through termination or payment of the guarantee sum until the

date on which we receive the declaration of release from liability from your landlord (see 4.3.2 above), you are obliged to pay us a fee corresponding to the agreed insurance premium.

5. TERMINATION WITHOUT NOTICE FOR GOOD CAUSE

We are entitled to terminate the insurance contract without notice and to inform your landlord of this and request a declaration of release from liability, which releases us completely and unconditionally from the obligations arising under the guarantee, in cases of good cause.

6. INSURANCE PREMIUM



6.1. Amount of insurance premium

The amount of the insurance premium is set forth in the insurance policy.

6.2. Due date of insurance premiums

In deviation from Section 33 (1) of the Insurance Contract Act (VVG), the first insurance premium is due immediately, as soon as you have received the Certificate of Insurance on the Garentii platform or by e-mail.

The subsequent premiums are due on the respective reference date specified in the insurance policy.

6.3. Collection of the insurance premium by direct debit or from a credit card

Your insurance premiums will be collected from your account by SEPA direct debit. For this purpose, you must grant Garentii GmbH a SEPA direct debit authorisation. Alternatively, you also have the option of paying the insurance premiums by credit card. In this case, you must authorise Garentii GmbH to collect the insurance premiums from your credit card provider.

If we are unable to collect a premium payment and you are responsible for this, we can demand that future payments be made outside the SEPA direct debit process or not by credit card.

6.4. On-time payment

You are obliged to pay your insurance premiums on time and to ensure that they can be collected on the agreed due date. Premium payments by SEPA direct debit or credit card will be made on time if we are able to collect the premiums by the due date and the account or credit card holder does not contest a justified debit or charge. If a premium payment is not received by us on time and you are not responsible for this, the payment is still deemed to be on time if it is made immediately after we have requested payment from you (e.g. via the Garentii platform, e-mail, letter).

6.5. Legal consequences of late payment of the initial premium

Your insurance cover only begins with the timely payment of the first insurance premium. If you do not pay this initial premium on time in accordance with clause 6.4, we reserve the right to post the guarantee certificate in favour of your landlord on the Garentii platform or e-mail it only after the payment has been received.

As long as we have not received the premium, we are also entitled to withdraw from the insurance contract if you have not paid the initial premium on time, unless you are not responsible for the non-payment.

6.6. Legal consequences of late payment of a subsequent premium

If you do not pay a subsequent premium on time in accordance with clause 6.4, you are deemed to be in default without further reminder, unless you are not responsible for the non-payment. We are entitled to demand compensation for any damage we have incurred as a result of the delay.

We are also entitled, at your expense, to set you a payment deadline of at least two weeks in text form (e.g. Garentii platform, e-mail, letter). The setting of the payment deadline is valid only if we provide a breakdown of the amount in arrears, interest and costs in detail and explain the legal consequences associated with the expiry of the deadline in accordance with clauses 6.6.1 and 6.6.2 below.

6.6.1. After expiry of the deadline, we may demand equivalent security from you in cash up to the amount of the insured sum agreed in the insurance policy.

6.6.2. If you are still in arrears with premium, interest or costs after expiry of the above-defined payment deadline,

we are entitled to terminate the insurance contract without notice, provided we had already informed you of this legal consequence when setting the deadline.

We may combine the notice of termination with setting of the deadline. If, at the expiry of the deadline, you are still in arrears with the payment of premium, interest or costs, the termination shall then take effect automatically. This fact will be expressly noted when we give notice of termination.

Should we deem it necessary to give such notice, we request that you observe the obligations under clause 4.3.3.

6.6.3. If you pay the amount due within one month, this will void our termination and the contract will continue. The one-month period begins with the notice of termination or, if we had already combined the notice of termination with the setting of a deadline, with the expiry of the payment deadline.

7. EXCLUSIONS FROM INSURANCE COVER

7.1. Excluded from the insurance cover are damages to the rental property caused by

- a. War events of any kind, including civil war and acts of official and/or sovereign action,
- b. An act of Terrorism, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear,
- c. Earthquake,
- d. Loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, availability or failure in the security of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, or cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event

contributing concurrently or in any other sequence to the loss,

- e. Radioactive and Nuclear Energy including any weapon or device, biological or chemical materials

7.2. No insurance cover is provided in cases where we would be in violation of sanctions, prohibitions or restrictions under United Nations resolutions, trade or economic sanctions or other legal regulations of the European Union, the United Kingdom or the United States of America by providing the insurance benefits.

7.3. Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a. Coronaviruses; and
- b. Coronavirus disease (COVID-19); and

- c. Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and
- d. any mutation of or variation of a., b. or c. above; and
- e. any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f. any fear or anticipation of a., b., c., d. and e., irrespective of any other cause or event contributing directly or indirectly at the same time or in any sequence thereto, having been caused, aided or influenced by, arising out of or influenced by, connected with or otherwise in any way directly or indirectly attributable to them.

8. OBLIGATIONS DURING THE TERM OF THE INSURANCE CONTRACT



Please note the following obligations, as you may suffer negative legal consequences if you breach them:

- 8.1.** You must notify us immediately of any change in your address, contact and account details.
- 8.2.** Upon request, you are obliged to provide us with information about your financial and income situation as well as other circumstances important for the assessment of risk and to submit relevant documents, such as the tenancy agreement, to us even during the term of the insurance contract. In this context, if necessary, you must immediately provide any necessary consent at our request.

8.3. You must properly fulfil your contractual obligations to your landlord arising from the tenancy and do your utmost to ensure that your landlord does not make claims against us under the guarantee.

8.4. If your landlord makes a disputed or unjustified claim against you, you must take appropriate defensive measures without delay.

8.5. You must notify us immediately of any termination of the tenancy agreement and the termination date.

9. ASSIGNMENT

We are entitled to assign payment claims we have against you to third parties.

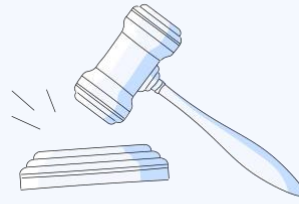
10. TEXT FORM

Unless otherwise agreed, all declarations or notifications to be made by you or us regarding the insurance contract are effective only if they are made in text form (e.g. Garentii platform, e-mail, letter).

11. AGREED LAW AND CONTRACTUAL LANGUAGE

German law applies to this insurance contract as well as to its initiation and execution. We will draft the contract documents and communicate with you in German.

12. JURISDICTION



12.1. Legal actions against us

You can sue for claims arising from the insurance contract or insurance intermediation in the court that has jurisdiction over our registered office or the branch office that administers the contract.

i Clarification: Furthermore, you may also bring an action before the court in whose district you have your place of domicile or, if you do not have a place of domicile, your habitual abode at the time the action is brought. If other jurisdictions are permitted by law and cannot be contractually excluded, you may also bring an action there.

12.2. Legal actions against you

Only the court in whose district you have your place of domicile at the time the action is brought or, if there is no place of domicile, your habitual abode, shall have jurisdiction for actions against you.

If neither your domicile nor your habitual abode is known at the time the action is brought, we may bring an action before the court that has jurisdiction over our registered office or the branch office that administers your contract.

13. RIGHT OF REVOCATION



You have the right to revoke your contract acceptance in text form within 14 days without stating reasons. This period begins once you have received the insurance policy, including the statutory revocation instructions, the contractual provisions and the General Conditions of Insurance as well as the further information in text form in accordance with Section 7 (1) and (2) VVG in conjunction with Sections 1 – 4 VVG-InfoV.

However, insofar as the contract is concluded by way of electronic commerce (e.g. online or via e-mail), the revocation period shall not commence before we have fulfilled our obligations pursuant to Section 312 i (1) sentence 1 BGB in conjunction with Article 246 c of the Introductory Act to the BGB. These comprise our obligation to provide appropriate and effective technical means to identify and correct input errors before you submit your contract acceptance, to ensure that we have provided you with all legally required information in a clear and comprehensible manner, that we have immediately confirmed receipt of your contract

declaration electronically and that we have given you access to download the contract provisions upon conclusion of the contract and to save them in reproducible form.

Timely dispatch of the revocation is sufficient to comply with the revocation period.

The revocation should be addressed to:

Garentii GmbH, Mühldorfstr. 8, 81671 Munich, Germany or by e-mail to: hi@garentii.com

If you have effectively revoked your contract acceptance, you must ensure that your landlord provides a declaration releasing us unconditionally and completely from liability. Until that is received, the legal obligations pursuant to clause 4.3.3 shall apply accordingly.

The insurance cover ends when you effectively revoke your contract acceptance. We will reimburse you for the

portion of the insurance premium attributable to the period after receipt of the revocation if you have agreed that the insurance cover begins before the end of the revocation period. We are entitled to retain that portion of the insurance premium attributable to the period up to receipt of the revocation. We may charge 1/360 of the annual premium per day of cover depending on the payment period selected.

We shall reimburse any insurance premiums to be repaid without delay, but no later than 30 days after receipt of the revocation. If the insurance cover does not commence until after the end of the revocation period, payments

received must be returned on the basis of an effective revocation and any benefits derived, e.g. interest, must be surrendered.

Your right of revocation lapses if, at your express request, the contract has been performed in full by you and us before you have exercised your right of revocation. There is no right of revocation for contracts with a term of less than one month.

14. COMPLAINTS



We strive to ensure that you are satisfied with us and our insurance product. Should you nevertheless have cause for dissatisfaction, please contact us:

Garentii GmbH (beschwerde@garentii.com)

You can also send complaints directly to the Federal Financial Supervisory Authority (BaFin), Insurance Supervision, Graurheindorfer Str. 108, 53117 Bonn, e-mail: Poststelle@bafin.de, www.bafin.de.

You can also contact the supervisory authority in our home country:

Financial Services and Markets Authority (FSMA),
Congresstraat 12-14, 1000 Brussels, Belgium,
www.fsma.be.

Since you, as a consumer, have concluded the insurance contract electronically, you can also submit your complaint to the European Commission's online dispute resolution platform (www.ec.europa.eu/consumers/oder/).

15. EXPIRY

In accordance with Section 195 BGB, the limitation period for any claims against us arising from the insurance contract is three years. The period begins at the end of the year in which the claim arose and you became aware of the circumstances giving rise to the claim or should have become aware without gross negligence, Section 199 BGB.

II. Pre-contractual information on data protection law

This information is intended to inform you about the processing of your personal data by us, Garentii GmbH, and the rights to which you are entitled under data protection law.

1. Data controller

The party responsible for the processing of personal data (data controller) is:

Garentii GmbH

Mühldorfstr. 8, 81671 Munich, Germany

E-mail: datenschutz@garentii.com

Our Data Protection Officer can be reached via the above contact channels.

2. Purposes and legal basis of data processing

2.1. We process your personal data in compliance with the EU General Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG), the data protection provisions of the Insurance Contract Act (VVG) and all other relevant laws.

If you make an application for insurance cover, we require the information you provide in order to conclude the contract and assess the risk to be assumed. If the insurance contract is concluded, we process this data by executing the contract.

The conclusion or execution of the insurance contract is not possible without processing of your personal data.

In addition, we require your personal data to compile insurance-specific statistics, e.g. for the development of new insurance rates or to meet regulatory requirements. We will continue to use the data for an overall assessment of your client relationship with Garentii GmbH, for example to advise you with regard to a contract adjustment or extension, for goodwill decisions or for the provision of comprehensive information.

2.2. The legal basis for this processing of personal data for pre-contractual and contractual purposes is Art. 6 para. 1 GDPR. Insofar as special categories of personal data are

required for this purpose, we shall obtain your consent in accordance with Art. 9 para. 2 (a) in conjunction with Art. 7 GDPR. Consent given can be revoked at any time. Please note, however, that the revocation is only effective for the future; processing that took place before the revocation is not affected thereby.

If we create statistics using these data categories, this is done on the basis of Art. 9 para. 2 (j) GDPR in conjunction with Section 27 BDSG.

We also process your data in order to protect our legitimate interests or those of third parties (Art. 6 para. 1 (f) GDPR). This may be necessary in particular:

- to ensure IT security and IT operations,
- for the prevention and investigation of criminal offences; in particular, we use data analytics to detect indications that could point to insurance fraud.

In addition, we process your personal data to fulfil legal obligations, such as regulatory requirements, commercial and tax retention obligations or our advisory compliance obligations. The legal basis for processing in such cases is the respective legal regulations in conjunction with Art. 6 para. 1 (c) GDPR.

Should we wish to process your personal data for a purpose not mentioned above, we will inform you in advance as provided by law.

3. Categories of recipients of personal data

3.1. Reinsurer

We may insure risks assumed by us with special insurance companies (reinsurers). For this purpose, it may be necessary to pass on your contract and, if applicable, claims data to a reinsurer so that the latter can make its own assessment of the risk or the insured event.

3.2. Intermediary

Our company also transmits this data to the intermediaries servicing you, insofar as they require the information to render their services to you and advise you on insurance and financial services matters.

3.3. Data processing within the company group

Specialised companies or divisions of our group of companies perform certain data processing tasks centrally for the group member companies. If an insurance contract exists between you and one or more companies in our group, your data may be processed centrally by a company in the group, for example for the central administration of address data, for customer service by telephone, for processing contracts and benefits, for debt collection and disbursement or for joint mail processing.

3.4. External service providers

We sometimes use external service providers to fulfil our contractual and legal obligations.

A list of the contractors and service providers with whom we have more than temporary business relationships can be found in the overview at the end of this document.

4. Duration of data storage

We will delete your personal data as soon as it is no longer required for the above purposes. In this context, personal data may be retained for the period during which claims can be asserted against our company (statutory limitation period of 3 or up to 30 years). In addition, we store your personal data to the extent that we are legally obliged to do so.

Such obligations to provide documentation and to keep records may result from the German Commercial Code, the German Fiscal Code and the German Money Laundering Act, among others. Accordingly, retention periods of up to 10 years may apply.

5. Your rights

5.1. Right to object (Art. 21 GDPR)

If we process your data for the protection of legitimate interests, you have the right to object to this processing if reasons arise from your particular situation justifying objection to the processing of your data.

You have the right to object to the processing of your personal data for the purpose of direct marketing. Objections can also be sent to the above address.

5.2. Right to lodge a complaint

You have the option of contacting the above-mentioned Data Protection Officer or the data protection supervisory authority to lodge a complaint.

5.3. Other rights

In addition, you have the following rights:

- Right to information as to whether we are processing your personal data (Art. 15 GDPR),
- right to rectification of incorrect data (Art. 16 GDPR) or right to erasure of your data (provided the conditions of Art. 17 para.1 GDPR are met),
- right to restriction of processing (Art. 18 GDPR),
- right to data portability (under the conditions of Art. 20 GDPR).

6. Credit check

In order to protect our legitimate interests, we request information from Creditreform Boniversum GmbH (Hammfelddamm 13, 41460 Neuss), SCHUFA Holding AG (Kormoranweg 5, 65201 Wiesbaden) and/or infoscore Consumer Data GmbH (Rheinstraße 99, 76532 Baden-Baden) to assess your general payment history. We only collect additional creditworthiness information with your express consent.

7. Automated decisions

For risk assessment, we also use automated processes to assess individual risks. Based on the information you provide at the time of application, we then automatically decide whether insurance cover can be provided and under which conditions. The automated decisions are based on rules pre-defined by the company for assessing and weighting the information. Our acceptance decisions are based on statistical data models and expert knowledge, which are continuously developed and form the basis of our risk assessment.