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We take care of the rest.



# Customer information terms and conditions

## Travel Cancellation Expenses Insurance

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Dear customer,

Thanks for intending to take out one of our skipper & crew insurance for your next charter trip via EIS European Insurance & Services.

EIS offers you the possibility of taking out individual insurances of the insurance products of the Extended Skipper Liability Insurance as annual cover; the Bond Insurance optionally as trip or annual cover as well as the trip-related Travel Cancellation Costs Insurance and Travel Price Protection. As an alternative, you can also take out a purely trip-related package solutions with us (Basic, Top and Platinum). The overview of the certain content of package solutions is attached to the product informations.

These customer informations and insurance conditions refer to our entire portfolio of Skipper & Crew insurances. Only the benefits and insurance conditions that you have applied for and that are specified in the policy are deemed to have been agreed.

In order to keep the premium for the insurance low, we have reduced the administrative costs through the use of modern technology. Please understand that the policy, invoices, supplements and other correspondence will only be sent by unencrypted e-mail. It is obligatory to issue a direct debit authorization for the premium.

By a lasting and trusting partnership we mean to inform our contractual partner comprehensively and without doubt even before the contract has been signed. For this reason, this brochure contains all relevant insurance conditions as well as the relevant, important customer informations in accordance with the Insurance Supervision Act.

The following overview is intended to give you a quick overview of the insurance conditions and further information.

If you have any questions, my team and I are at your service at any time.



Boris Quiotek

Managing Director

EIS European Insurance & Services GmbH

# General customer information EIS

Information

## EIS European Insurance & Services GmbH

Scharfe Lanke 109-131 in D-13595 Berlin

Fon.: +49 (0)30 214082 0

Fax: +49 (0)30 214082 89

E-Mail: [germany@eis-insurance.com](mailto:germany@eis-insurance.com)

Web: [www.eis-insurance.com](http://www.eis-insurance.com)

Managing director: Dipl.-Kfm. Boris Quiotek

Jurisdiction: Berlin

Commercial Register: Berlin-Charlottenburg HRB 72784

VAT-ID: DE 204117005

Insurance premiums are VAT-exempted under § 4 Nr. 11 UStG.

Member of Chamber of Industry and Commerce Berlin.

The company is registered under registration number D-9FYT-HRYN8-73 as an insurance agent & underwriter in accordance with § 34 d para. 1 of the Trade Regulation Act (Gewerbeordnung) for the Federal Republic of Germany with permission for all EU states. Registrations are mentioned at German Chamber of Industry and Commerce (DIHK), Breite Str. 29, 10178 Berlin, telephone 0180 6 005850 (landline price EUR 0.20/call; mobile phone prices maximum EUR 0.60/call), internet [www.vermittlerregister.info](http://www.vermittlerregister.info).

## User information

### Validity and acceptance of the application

The application will be examined by EIS, which expressly reserves the right to accept the application. The acceptance of the application will be confirmed by EIS after positive examination by sending the insurance policy and the invoice. The applicant is bound to his application for 14 days, unless he revokes the application in writing.

### Contract independence

The yacht liability, hull and passenger accident insurance concluded on the basis of the application are legally independent contracts in each case. They can have different terms and can be concluded and terminated individually.

### Contract basis

The mutual rights and obligations are regulated by the supplements, the policy, the clauses mentioned in the policy, insurance conditions and the product and consumer information, in the order listed.

### Cancellation policy

You can revoke your contractual statement within 2 weeks without giving reasons in writing (eg letter, fax, e-mail). The period begins on the day after you have received the insurance policy, the contractual provisions including the insurance conditions and this instruction in text form. The timely dispatch of the revocation is sufficient to comply with the deadline. The revocation must be addressed to EIS European Insurance & Services GmbH, Scharfe Lanke 109-131, D-13595 Berlin.

In the event of an effective revocation, your insurance cover will end and you will be reimbursed for that part of your premium which is attributable to the period after receipt of the revocation. The part of your premium that is attributable to the time until receipt of the revocation can be retained if you have agreed that the insurance cover begins before the expiry of the revocation period. If you have not given such consent or if the insurance cover only begins after expiry of the revocation period, the benefits received by both parties are to be returned.

Your right of revocation is excluded if the contract has been completely fulfilled by both parties at your express request before you have exercised your right of revocation. The right of revocation does not apply to contracts with a term of less than one month.

### Consent clause according to GDPR (DSGVO)

I agree that EIS may pass on data resulting from the application documents or the execution of the contract (premiums, insured events, risk/contract changes) to the insurer, reinsurer and claims adjuster to the extent necessary and that these keep the application, contract and benefit data in data collections, insofar as this serves the proper execution of my insurance matters. Without influence on the contract and revocable at any time, I further agree that EIS may use my data beyond that for the consultation and support also in other financial services. Further information on data protection can be found at: <https://www.eis-insurance.com/de/datenschutz/>

### Contract language

The contract language is German or English. All communication is exclusively in these two languages.

### Sanctions / Embargos

The (re)insurer shall not provide any insurance cover or other benefits if the (re)insurer would be subject to sanction measures, prohibitions or restrictions under relevant economic or trade sanctions as a result of the provision and/or other benefits.

### Applicable law

The law of the Federal Republic of Germany shall apply to the insurance contracts.

### Complaints and supervisory authorities

The following offices are available for affiliated insurers for extrajudicial assistance in clarifying different opinions concerning insurance:

- ▶ Versicherungsombudsmann e.V. Postfach 080632, 10006 Berlin [www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de)
- ▶ Ombudsman for private health and long-term care insurance, Kronenstraße 13, 10117 Berlin [www.pkv-ombudsmann.de](http://www.pkv-ombudsmann.de)
- ▶ As supervisory authority: Federal Financial Supervisory Authority (BAFin), Graurheindorfer Straße 108, 53117 Bonn [www.bafin.de](http://www.bafin.de)

## WHO ARE WE? HOW WE WORK?

Dear customer, We are required by law to provide you with a range of information about our company and our activities. Please read the following explanations and contact us if you have any questions.

### Status as an insurance intermediary

EIS represents insurers as „captive insurance agent“ (multiple agent) in accordance with § 34 d para. 1 of the Trade Regulation Act (Gewerbeordnung). The activity of the EIS corresponds to that of an „Underwriting Agent or Assekurateur“ endowed with far-reaching powers of attorney of the insurers. The yacht owner can therefore be certain that declarations made to EIS are deemed to have been received by the insurer and that premium payments to EIS are effective against the insurer. EIS offers all services - from conclusion of the contract to payment in the event of a claim - from the competent hand of a decision-maker. EIS receives remuneration from the insurers in the form of commissions. These are already included in the insurance premiums.

### **Information- and market-fundamentals**

EIS is a specialist for yacht insurance. EIS does not only design the yacht insurance offers by themselves, but also convert the developed coverage concepts into insurance products with insurers.

As trendsetters, the EIS specialists constantly develop insurance conditions for new tariffs and adapt the terms and conditions to the changing needs of yacht owners and the conditions to be achieved on the market. The insurance cover is therefore tailored to the needs of the customer.

We would like to point out that EIS only offers you its own insurance products, developed with the participating insurers and cannot offer you a further selection of other insurers or products.

### **The respective insurance company covering your insurance products can be found within your policy. We are authorized by the following insurer:**

- › Allianz Global Corporate & Specialty AG, Königinstraße 28, 80802 München;
- › Allianz Esa EuroShip GmbH, Friedrichsplatz 2, 74177 Bad Friedrichshall in Vollmacht Allianz Versicherungs-AG, Königinstraße 28, 80802 München;
- › Gothaer Allgemeine Versicherung AG, Gothaer Allee 1, D-50969 Köln;
- › Helvetia Schweizerische Versicherungs-AG, Querstraße 8 – 10, D-60322 Frankfurt;
- › Triglav OSIGURANJE D.D, Antuna Heinza 4, HR-10000 Zagreb;
- › UNIQA Österreich Versicherungen AG, Untere Donaustrasse 21, A-1029 Wien.

# General conditions of skipper & crew insurances

## § 1 Principles

- 1.1. These general Terms and Conditions for Skipper & Crew insurances apply to all insurance policies for Skipper & Crew offered via EIS (Extended Skipper Liability, Deposit and Travel Cancellation Costs Insurance, Charter price contingency insurance, Foreign Travel Health and Accident Insurance), unless otherwise stated in the terms and conditions or in the policy.
- 1.2. The policy holder may decide to take out individual Skipper & Crew insurances or so-called packages combining the individual insurances at a lower premium. If a package is concluded, there is no option within the package; it can only be concluded in its entirety. Only those insurances are deemed to have been agreed which the policy holder has applied for in the application as individual services or package and which are named in the policy.
- 1.3. The insurance cover for the travel cancellation costs insurance and the packages must be applied for within 21 days of conclusion of the charter contract (date of booking confirmation). All other insurances can be concluded at short notice up to the day of the charter.
- 1.4. Only the private use of the yacht for sporting or leisure purposes is insured. If the policy holder charters the yacht with a paid skipper and/or crew, the paid skipper and/or crew are excluded from the insurance cover.
- 1.5. Canadian citizens or citizens of the USA as well as persons having their permanent residence in Canada or the USA are not insurable.
- 1.6. In the case of package solutions, cover applies to the skipper and a maximum of nine crew members for a related cruise of no more than 6 weeks. Please refer to the application and the policy for the maximum duration of the individual covers.

## § 2 Start and end of insurance cover

- 2.1. In the case of package solutions, the insurance cover for the travel cancellation costs insurance begins on the date stated in the policy, in the case of health insurance for travel abroad on crossing the border abroad, but at the earliest 24 hours before the beginning of the charter trip booked. For all other insurances from a package, cover starts with beginning of the booked charter trip. Please refer to the policy for the commencement of insurance cover for individual insurance cover. However, insurance cover does not begin until the premium has been paid in full.
- 2.2. In the case of package solutions, the insurance cover of the foreign travel health insurance ends at the end of the stay abroad, but no later than 24 hours after the end of the charter trip booked. For all other insurances from a package cover ends with end of the booked charter trip. Please refer to the policy for the end of the insurance cover for individual insurances. Furthermore, the contract ends in other contractually or legally specified cases.

## § 3 Sums insured

- 3.1. The sums insured and the deductibles shall result from the policy, unless they are already specified in the terms and conditions of the individual insurance indemnification.
- 3.2. Losses arising from the same cause shall be deemed to be one loss event. The total indemnity for all loss events during the term of the insurance policies is limited to the specified sum policy holder.
- 3.3. In the case of loss events in the USA, Canada and the United Arab Emirates, the expenses incurred by the insurer for costs shall be deducted from the policy holder's insured amount. Costs are: lawyer, expert, witness and court costs; expenses for averting or reducing the loss during or after the occurrence of the policy holder's insured event as well as costs for determining the loss, including travel costs, which are not incurred by the insurer.  
This shall also apply if the costs were incurred on the insurer's instructions.

## § 4 Payment and consequences of late payment of the contribution

- 4.1. The single premium is due immediately after conclusion of the policy. If the premium has not been collected by direct debit, PayPal or credit card, the premium must be paid immediately, at the latest within 14 days of receipt of the policy and invoice. If the policy holder does not pay the premium immediately, but at a later point in time, the insurance cover begins from this point in time. This does not apply if the policyholder proves that he is not responsible for the non-payment. For policy holder events that occur if the first or single premium is not paid, the insurer is only not obliged to indemnify if it has drawn the policyholder's attention to this legal consequence of non-payment of the premium by means of a separate notification in written form or by a conspicuous reference in the policy.
- 4.2. If the policyholder does not pay the one-time premium in time, the insurer may withdraw from the contract as long as the premium has not been paid. The insurer cannot withdraw if the policyholder proves that he is not responsible for the non-payment.

## § 5 Payment and consequences of late payment of the follow-up premium in the event of automatic renewal

- 5.1. For follow-up premiums after automatic renewal, the due dates specified in the policy shall apply accordingly for the following year. Payment shall be deemed to have been made on time if it is made at the time specified in the policy or in the premium calculation.
- 5.2. If a follow-up premium is not paid on time, the policy-holder is in default without a reminder, unless he is not responsible for the late payment. The Insurer may send the policy holder a reminder at the policy holder's expense and set a grace period of at least two weeks in written form.
- 5.3. If the policyholder is still in default with payment after expiry of this payment period, no insurance cover shall exist from that point in time on until payment if he was informed before of this with the request for payment in accordance with § 5.2.
- 5.4. If the policyholder is still in arrears with payment after expiry of this payment period, the insurer may terminate the contract without notice if he has informed the policyholder of this with the request for payment.
- 5.5. If the Insurer has terminated the contract and the Policy holder then pays the reminded amount within one month, the contract shall continue to exist. However, there is no insurance cover for insurance cases that occur between the expiry of the payment deadline and payment.
- 5.6. If payment of an annual premium in installments has been agreed, the still pending instalments are due immediately if the policyholder is in arrears with the payment of two instalments. Furthermore, the insurer may demand annual premium payment for the future.

## § 6 Obligations

### 6.1. Obligations prior to claim event

Upon conclusion of the contract, the policy holder must notify the insurer of all circumstances known to him which are significant for the assumption of the risk. A circumstance which the Insurer has expressly requested in written form shall be deemed significant in case of doubt. In the event of a breach of the duty of disclosure, the insurer may terminate the contract and refuse payment within one month of becoming aware of the circumstance which has not been reported or has been reported incorrectly. The insurer remains obliged to indemnify insofar as the circumstance not or incorrectly notified was not the cause of the occurrence of the policy holder's event or the scope of the obligation to indemnify. The Policy holder must notify EIS immediately of any change in the circumstances of the risk.

### 6.2. Obligations in occurrence of an insured event.

The policy holder and the insured persons are obliged to report the loss immediately, at the latest however within two working days, after becoming aware of the loss to

EIS European Insurance & Services GmbH

Scharfe Lanke 109-131

D-13595 Berlin

Tel. +49 30 214082 20 (24/7 hotline)

Email claim@eis-insurance.com

and they have to ensure the prevention and reduction of damage and, if the circumstances permit, to obtain and follow the instructions of EIS. At the request of EIS/ the insurer, the policy holder must provide the insurer with all informations and documents necessary for determining the insurance case and the extent of the insurer's obligations to indemnify. The Policy holder must immediately report damage caused by fire, explosion, burglary, theft and robbery to the nearest police station or the responsible port authority, stating the damaged or stolen items.

- 6.3. If the policyholder or an insured person has a claim for compensation against a third party, there shall be an obligation, without prejudice to the statutory subrogation of claims pursuant to § 86 VVG, to assign these claims in written form to the insurer up to the amount in which costs are reimbursed under the insurance contract. The policyholder must safeguard his (her) claim for compensation or a right serving to secure this claim in compliance with the applicable form and deadline regulations and cooperate in its enforcement by the insurer to the extent required. If the policyholder or an insured person gives up his/her claim against the third party or a right serving to secure the claim, the insurer shall be released from his obligation to pay compensation to the extent that he/she could have claimed compensation from the claim or the right.

### 6.4. Effects of non-compliance with obligations.

If one of the aforementioned obligations or the obligations specified in the individual types of insurance is intentionally breached, the insurer shall be released from the obligation to indemnify and may terminate the contract without notice within one month of becoming aware of it. In the event of a grossly negligent breach of the obligations by the policyholder, the insurer shall be entitled to reduce its indemnification in proportion to the seriousness of the policyholder's fault. If the Policy holder proves that he has not breached the obligation through gross negligence, the insurance cover shall remain in force. The insurance cover shall also remain in force if the policy holder proves that the breach of the obligations was neither the cause of the occurrence or determination of the insured event nor of the determination or scope of the indemnification incumbent on the insurer. This does not apply if the Policy holder has fraudulently breached the obligations. The knowledge and fault of the insured persons shall be equivalent to the knowledge and fault of the policy holder.

## § 7 Legal relationships of persons participating in the contract

- 7.1. If the insurance has been taken out against risks to which another party is exposed (third-party insurance), the policy-holder is not entitled to exercise the rights arising from the contract, but the policy holder. In addition to the policy holder, he is responsible for fulfilling the obligations.
- 7.2. All obligations applicable to the policy holder shall apply mutatis mutandis to his legal successors and other claimants.

## § 8 Scope of application

The insurance applies worldwide, in the case of trip-related insurance for the charter trip specified in the application, unless otherwise agreed in the following conditions for the individual services.

## § 9 Sanction clause

Irrespective of the other contractual obligations, insurance cover shall only exist insofar and as long as no economic, commercial or financial sanctions or embargos of the Euro-pean Union or the Federal Republic of Germany directly applicable to the contracting parties conflict with this. This shall also apply to economic, commercial or financial sanc-tions or embargos imposed by the United States of America, insofar as this is not contrary to EU regulations or German legal provisions.

## § 10 Other regulations

- 10.1. The respective insurer of the indemnification is named in the policy.
- 10.2. The insurance cover of these contracts is subsidiary. The Insurer shall not pay any indemnification if the Policy holder, the insured person or a third-party can claim indemnification for the loss incurred from another insurance contract or from a third-party who is obliged to pay indemnification. This applies in particular to the existing liability and compre-hensive insurance for the charter yacht, as well as any other existing travel cancellation costs and health insurance.
- 10.3. The indemnification of the insurer and the policy holder shall be paid in the currency in which the sum insured and the premium are shown in the policy. The Insurer's obligation shall be deemed to have been fulfilled at the time at which he transfers the equivalent amount (according to the conversion table) to a foreign trade bank.
- 10.4. Upon payment of the indemnity, the rights of the Policy holder in connection with the loss shall pass to the Insurer, represented by EIS.
- 10.5. The rights arising from this contractual relationship may neither be assigned nor pledged by the policy holder without the express consent of the insurer. An assignment of liability claims to the injured third party is permissible.
- 10.6. German law shall apply to the contracts. In addition, the provisions of the German Insurance Contract Act (VVG) as amended shall apply to the contracts.

# Terms and conditions for travel cancellation cost insurance

## § 1 Scope of insurance

- 1.1. The insurance covers the cancellation costs contractually owed to the charter company in the event of non-occurrence for the following reasons not known at the time of conclusion of this contract:
  - 1.1.1. Death, serious accident, unexpectedly serious illness of the insured person or a relative living with him in the household. Death of a first-degree relative. An illness is considered unexpected if it occurs for the first time after conclusion of the charter contract. Any deterioration of already existing illnesses shall be considered as unexpected if no medical treatment has taken place in the last six months prior to the conclusion of the charter contract; with the exception of check-ups;
  - 1.1.2. Vaccination intolerance of the insured; pregnancy of an insured; significant damage to the property of the insured as a result of fire, intentional crime of a third party, natural catastrophes and unforeseeable unemployment of the insured.
- 1.2. If the charter trip does not commence for the above reasons, the Insurer shall also pay indemnification for the contractually owed cancellation costs for travel to and from the destination by train, coach or flight, provided these were taken into account when calculating the sum insured
- 1.3. If the trip is cancelled for the reasons stated under § 1.1., the additional return travel costs and the pro rata charter costs for the unused time are insured. If the skipper is not available and there is no other person on board who is suit-able for the navigation, the costs of returning the chartered yacht to the base are also policy holder.
- 1.4. In case of loss of the skipper, the contractual cancellation costs will be reimbursed up to a maximum of the agreed sum policy holder. In the event of the loss of a crew member, the pro rata costs will be reimbursed. However, the prerequisite for this is that the loss has led to a reduction in the number of persons participating in the trip compared to the number of persons who were registered on the crew list at the time of the occurrence of the reason for cancellation. Irrespective of such a reduction, the contractually owed cancellation costs for travel to and from the destination will be reimbursed.
- 1.5. The maximum total indemnification for all benefits under the travel cancellation insurance is the sum insured stated in the policy.

## § 2 Exclusions

Excluded from insurance cover is:

- 2.1. Damages caused by war, civil war or warlike events, political or terrorist acts of violence, civil unrest, strike, lock-out, confiscation, acts of government as well as nuclear energy and radioactivity and measures due to epidemics/pandemics;
- 2.2. (pro-rata) operating and other costs during the charter trip, such as gas, fuel, mooring fees etc.;
- 2.3. Damages caused intentionally by the Policy holder. If the Policy holder causes the insurance case through gross negligence, the Insurer shall be entitled to reduce its benefits in proportion to the seriousness of the fault.

## § 3 Deductible

As long as it is not clear from the policy that the option "with-out deductible" has been selected, the following applies: The insured person bears a deductible of EUR 100 per person for each claim. If the insurance case is triggered by the death of a relative or illness, the insured person bears 20 % of the reimbursable loss himself, but at least EUR 100 per person.



# Privacy Statement

## We take care of your personal data

EIS European Insurance & Services GmbH („we, „us“, „our“) has its registered office in the Federal Republic of Germany.

The protection of your personal data is a matter close to our heart!

This data protection declaration informs you about the way and why we collect your personal data. With this document we comply with our legal duty to provide information. Please read this information carefully.

### 1. Who is responsible?

„Responsible“ is the natural or legal person, authority, institution or other body that alone or jointly with others decides on the purposes and means of processing personal data in paper or electronic form and is legally responsible for this.

EIS European Insurance & Services GmbH is responsible in the sense of the applicable data protection regulations.

### 2. What personal data do we collect?

We may collect and process various types of your personal data, which you can find in the attached list:

- › Surname and first name
- › Address
- › date of birth
- › sex
- › Identification numbers of official or official documents
- › telephone number
- › email address
- › bank details
- › Lifestyle and other information.

We may collect and process special categories of your personal data, such as medical documents or information related to historical claims history.

### 3. How do we obtain and use your personal information?

We collect and process the personal data that you transmit to us and that we receive about you only for limited processing purposes and only with your consent, unless applicable laws and regulations permit us to collect and process such data without your consent.

In principle, we may collect and process your personal data without your consent if it is necessary for the performance of a contract, e.g. an insurance contract, to which you are a party, or for the implementation of pre-contractual measures, which are taken at your request, provided that they do not contain any special categories of personal data.

For contracts that contain special categories of personal data, we obtain your consent prior to their collection and processing.

We may process personal data from you that we have obtained from publicly available data sources or from third parties such as insurance brokers, business partners, other insurance companies, credit agencies, advertising networks, analysis companies, claims adjusters, experts, intermediaries, credit institutions and lawyers as part of the above processing purposes.

For those of the processing purposes mentioned above for which we do not require your consent for the processing of your personal data, we process your personal data in the context of product creation and claims processing in cases of doubt to safeguard our legitimate interest, to fulfill a legal obligation incumbent on us or to the necessary assertion, exercise or defense of legal claims or in actions of the courts in the context of their judicial activity.

If your personal data is processed in order to protect our legitimate interests or those of a third party, we first weigh up whether your interests or fundamental rights and freedoms, which require the protection of personal data, prevail, especially if the person concerned is a child.

We require your personal data if you wish to purchase one of our products or services. If you do not wish to provide us with your personal data, we may not be able to offer you the requested product or service.

Purpose of processing	Do we need your consent for this?
Do we need your consent for this? Initiation, fulfillment and administration of the insurance product (e.g. offer, underwriting, claims processing)	No. Your consent is only mandatory in the case of special categories of personal data. Nevertheless, we do not require your consent in the case of asserting, exercising or defending legal claims or in the case of actions of the courts within the framework of their judicial activity.
Monitoring outstanding payments	No.
We will keep you informed about new products and services that we think may be of interest to you. You can change this at any time by informing us briefly.	Yes.
Automated decisions on a case-by-case basis, to personalize your visits to our website and for other decisions regarding the creation of customized products for you based on computer technology.	No. Your consent is generally only required in the case of special categories of personal data.
Fraud prevention and control.	No. To fulfil our legal obligations (e.g. with regard to taxes or accounting).
As part of the conclusion of insurance contracts with insurers, reinsurers or co-insurers.	No.

### 4. Who has access to your personal data?

We undertake to process your personal data in such a way that this is appropriate in relation to the respective processing purpose.

Within the framework of the processing purposes mentioned above, your personal data may be passed on to the following third parties, who may also be responsible, if this is necessary and necessary („need to know“):

- › (Aufsichts) authorities, insurers, co-insurers, reinsurance under-takings, insurance intermediaries, agents and brokers and credit

institutions.

As part of the processing purposes mentioned above, your personal data may be passed on to the following third parties as contract processors, who are subject to our instructions, if this is necessary and necessary („need to know“):

- › Technical consultants, experts, lawyers, loss adjusters, doctors and other service providers who support our operational processes, e.g. in claims settlement or within IT, and
- › Advertisers and advertising networks that send you marketing materials or content to the extent permitted by law and within your preferences. We will not transfer your personal data to third parties for their own marketing purposes without your express consent.

Ultimately, we may transfer your personal information in the following situations:

- › in the event of any planned or actual restructuring, acquisition or sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, receivables or assets (including bankruptcy or similar proceedings); and
- › For the fulfillment of legal obligations. This also includes complaints you make to the relevant regulatory authority or to the Ombudsman, if applicable, in relation to any of our products or services.

## 5. From whom will your personal data be processed?

Your personal data may be processed within and outside the European Economic Area (EEA) by the legal entities mentioned in Section 4 on the basis of contractual agreements on confidentiality and security and within the framework of the applicable data protection regulations. We do not pass on your personal data to unauthorized persons for processing.

If we have your personal data processed by another company outside the EEA, this is generally done on the basis of binding internal data protection regulations which guarantee an appropriate level of data protection and are legally binding.

## 6. What rights do you have as a data subject?

You have the following rights as a data subject with regard to your personal data:

- › Data Subject's Right to Information - You have the right to request confirmation from us as to whether we are processing personal information about you and, if applicable, to request information regarding, for example, the purposes for which it was processed, the source of the data or the recipients or categories of recipients to whom the personal information has been or will be disclosed.
- › Revocation of consent - You have the right to revoke your consent at any time. The revocation of your consent does not, however, affect the legality of the processing carried out on the basis of your consent until you revoke your consent.
- › Right of rectification - You have the right to ask us immediately to rectify any inaccurate personal data concerning you.
- › Right to deletion („right to be forgotten“) - You have the right to demand that we delete personal data concerning you immediately, and we are obliged to delete your personal data within the scope of the legal requirements, unless there are other legal objections.
- › Right to limitation of processing - You have the right, under certain conditions, to require us to limit processing, for example if you dispute the accuracy of your personal data, for a period of time that enables us to verify the accuracy of your personal data.
- › Right to data transfer - You have the right to receive the personal data concerning you that you have provided to us in a structured, common and machine-readable format and you have the right to transfer this data to another responsible person.
- › You have the right to complain regarding the processing of your personal data against us directly or the permissible supervisory authority.

You may exercise your rights by contacting us as set out in Clause 9 and providing us with your name, email address, insurance number and the purpose of your request for better processing and identification.

## 7. How can you object to the processing of your personal data?

You have the right to object to the processing of your personal data in accordance with the applicable legal provisions. As soon as you assert your right of objection against us, we may only process your personal data to the extent that this is still legally permissible or we are legally obliged to do so.

You may exercise your right of objection in the same manner as described in Section 6.

## 8. How long do we store your personal data?

In principle, we store your personal data in accordance with our internal storage and deletion regulations for ten years from the date of expiry of an insurance policy or the associated insurance cover or the legally effective end of the contract or the legal invalidity of other documents or legal contexts as well as the final settlement of claims, unless statutory provisions stipulate a different storage period or allow us to do so.

In principle, we do not store your personal data for longer than is necessary in connection with the processing purpose.

## 9. Cookies

The Internet pages of EIS European Insurance & Services GmbH use cookies. Cookies are text files which are stored on a computer system via an Internet browser.

Numerous Internet pages and servers use cookies. Many cookies contain a so-called cookie ID. A cookie ID is a unique identifier of the cookie. It consists of a string of characters through which Internet pages and servers can be assigned to the specific Internet browser in which the cookie was stored. This enables the visited Internet pages and servers to distinguish the individual browser of the person concerned from other Internet browsers that contain other cookies. A particular Internet browser can be recognized and identified by its unique cookie ID.

By using cookies, EIS European Insurance & Services GmbH can provide users of this website with more user-friendly services that would not be possible without the setting of cookies.

By means of a cookie, the information and offers on our website can be optimized in the interests of the user. As already mentioned, cookies enable us to recognize the users of our website. The purpose of this recognition is to make it easier for users to use our website. For example, the user of a website that uses cookies does not have to re-enter his access data each time he visits the website because this is taken over by the website and the cookie stored on the user's computer system. Another example is the cookie of the online computer. The online computer remembers a customer via a cookie.

The person concerned can prevent the setting of cookies by our website at any time by means of an appropriate setting of the Internet browser used and thus permanently object to the setting of cookies. Furthermore, cookies that have already been set can be deleted at any time via an Internet browser or other software programs. This is possible in all common Internet browsers. If the person concerned deactivates the setting of cookies in the Internet browser used, not all functions of our website may be fully usable under certain circumstances.

## 10. Subscribe to our newsletter

On the website of EIS European Insurance & Services GmbH, users are given the opportunity to subscribe to the newsletter of our company. The personal data transmitted to the data controller when ordering the newsletter is determined by the input mask used for this purpose.

When registering for the newsletter, we also store the IP address assigned by the Internet Service Provider (ISP) to the computer system used by the person concerned at the time of registration as well as the date and time of registration. The collection of this data is necessary in order to be able to trace the (possible) misuse of the e-mail address of a data subject at a later point in time and therefore serves to legally safeguard the data controller.

The personal data collected in the course of registering for the newsletter will be used exclusively for sending our newsletter. Furthermore, subscribers to the newsletter could be informed by e-mail if this is necessary for the operation of the newsletter service or registration in this respect, as might be the case in the event of changes to the newsletter offering or changes to the technical conditions. The personal data collected as part of the newsletter service will not be passed on to third parties. The subscription to our newsletter can be cancelled by the person concerned at any time. The consent to the storage of personal data, which the person concerned has given us for the newsletter dispatch, can be revoked at any time. For the purpose of the revocation of the consent an appropriate left is in each new type character. It is also possible at any time to unsubscribe from the newsletter dispatch directly on the website of the data controller or to inform the data controller of this in any other way.

#### **11. payment method: Data protection regulations for PayPal as payment method**

The data controller has integrated PayPal components into this website. PayPal is an online payment service provider. Payments are processed through so-called PayPal accounts, which are virtual private or business accounts. PayPal also offers the option of processing virtual payments via credit cards if a user does not have a PayPal account. A PayPal account is managed via an e-mail address, which is why there is no classic account number. PayPal makes it possible to initiate online payments to third parties or to receive payments. PayPal also acts as a trustee and offers buyer protection services.

The European operating company of PayPal is PayPal (Europe) S.à.r.l. & Cie. S.C.A., 22-24 Boulevard Royal, 2449 Luxembourg, and Luxembourg.

If the person concerned selects „PayPal“ as the payment option during the ordering process in our online shop, the data of the person concerned is automatically transferred to PayPal. By selecting this payment option, the person concerned consents to the transfer of personal data required for payment processing.

The person concerned has the possibility to revoke their consent to the handling of personal data at any time vis-à-vis PayPal. A revocation does not affect personal data that must be processed, used or transmitted for (contractual) payment processing.

The valid data protection regulations of PayPal can be found at <https://www.paypal.com/de/webapps/mpp/ua/privacy-full>.

#### **12. SSL Encryption**

This site uses SSL encryption for security reasons and to protect the transmission of confidential content. An encrypted connection can be recognized by the fact that the address line of the browser changes from „http://“ to „https://“ and by the lock symbol in your browser line. If SSL encryption is activated, the data cannot be read by third parties.

#### **13. How can you contact us?**

If you have a request or complaint regarding the processing of your personal data, you can contact us by post or e-mail as follows:

EIS European Insurance & Services GmbH

Scharfe Lanke 109-131

D-13595 Berlin

TPhone: +49302140820

E-Mail: [datenschutz@eis-insurance.com](mailto:datenschutz@eis-insurance.com)

#### **14 how often are adjustments made to this declaration?**

We periodically review this document for current changes and make adjustments as necessary. We will ensure that you are always able to access the most recent version on our website [www.eis-insurance.com/de/datenschutz/](http://www.eis-insurance.com/de/datenschutz/)

This Privacy Policy was last updated on 15 January 2019.

**EIS European Insurance & Services GmbH**

Scharfe Lanke 109-131 13595 Berlin Germany

Fon: +49 30 214082 0

Fax: +49 30 214082 89

E-mail: [info@eis-insurance.com](mailto:info@eis-insurance.com)

Homepage: <https://eis-insurance.com>