

## General Conditions of Insurance

General conditions of insurance ("GCI") for the group insurance contract between

- Delticom AG, ("Policyholder")
- i-surance GmbH, Berlin ("i-surance")
- Great Lakes Insurance SE, Munich ("Insurer") and
- you as insured person ("you" or "insured person")

regarding the insurance of tyres sold by the Policyholder to its customers. i-surance performs certain functions on behalf of the Insurer in connection and for the performance of the group insurance contract.

### Who is behind the tyre insurance?

The insurer is Great Lakes Insurance SE (Königinstr. 107, 80802 Munich, Germany), authorized by the Federal Institute for the Supervision of Financial Services (BaFin). Great Lakes is a 100% subsidiary of Munich Re.

i-surance GmbH (Brunnenstr. 181, 10119 Berlin, Germany) is an insurance intermediary in accordance with § 34d Abs. 1 GewO, registered at the Chamber of Commerce and Industry (IHK) Berlin, Germany with the number D-34IG-YMWJ7-22.

Delticom AG (Hedwig-Kohn-Straße 1, 31319 Sehnde, Germany) is selling its products through its online retailers, adding insurance related to such products, with the assistance of i-surance, as a group insurance contract. This group insurance contract enables you to join the contract as insured person.

### Section 1: Withdrawal policy

#### 1.1 Right of withdrawal

You can withdraw from your insurance contract within 14 days without giving reasons in writing. The withdrawal must be sent by email at [daekonline@delti.com](mailto:daekonline@delti.com). The period begins after you have received the insurance policy, the contractual provisions including the GCI, the required further information required by applicable law and this instruction in text form, but not before fulfillment of our obligations in accordance with applicable legal requirements. The timely declaration of the withdrawal to i-surance before the expiry of the revocation period shall suffice to comply with the withdrawal period.

#### 1.2. Consequences of withdrawal

In the event of an effective withdrawal, the insurance coverage shall end retroactively to the date of conclusion of the insurance contract and we shall reimburse you for the part of the premiums attributable to the period after receipt of the withdrawal communication if you have agreed that the insurance coverage begins before the end of the withdrawal period. In this case, we may retain the portion of the premium that is attributable to the time until receipt of the withdrawal communication. This is the amount calculated pro rata according to the number of days. The reimbursement of amounts to be repaid shall be made immediately, at the latest 30 days after receipt of the withdrawal. If the insurance coverage does not begin before the end of the withdrawal period, the effective withdrawal shall result in the return of received benefits and the surrender of benefits derived (e.g. interest).

#### 1.3. Special information

Your right of withdrawal expires if the contract is completely fulfilled by you and us at your express request before you have exercised your right of withdrawal.

#### End of the revocation instruction

## Section 2: Insurance coverage

### 2.1 Who can sign-up for the tyre insurance coverage?

You as the buyer of the tyre(s) (as stated on the tyre invoice), if you do not use the tyre(s) for commercial purposes, can join the group insurance contract.

### 2.2 What can I insure?

Insurable are new tyres for passenger cars, vehicles or small buses up to 7.5 tons admissible total weight, as well as for ATV (all-terrain vehicles), and motorbikes. The tyre(s) must be authorized for use on public streets and must be bought at the respective online retailer who is offering you to join the group insurance contract.

### 2.3 Which risks are covered by the tyre insurance?

The tyre is insured if it is fixed on the vehicle at the moment of the insured incident and if one of the following risks render it unusable:

- contact with the curb or any object which causes damage that makes the insured tyre useless (e.g. nail, glass);
- a burst ("flat") tyre; or
- an act of vandalism.

### 2.4 What is the geographical coverage of my tyre insurance?

Insurance coverage is valid for insured incidents happening in Europe (according to the international insurance certificate, "green insurance card").

### 2.5 What are the insurance benefits?

The insurance reimburses the costs for the repair or replacement of the insured tyre following an insured event. A replacement tyre must be purchased at the online retailer where you purchased the insured tyre and joined this group insurance contract, unless doing so is impossible. The replacement tyre needs to be the same model and brand as the insured tyre if still available. A replacement of the insured tyre takes place in case of total or partial damage of the tyre if the repair is economically and technically impossible. The insurance benefits are limited to the purchase price of the insured tyre at the time of joining the insurance, up to a maximum of kr 2 300 per tyre. Payment will be made to your bank account after deduction of the excess fee (see number 3.2).

### 2.6 How many claims are allowed?

If you have a successful claim on your insurance and the insured tyre is repaired, your insurance coverage will continue for the remainder of the contract. In case of replacement, your insurance coverage will automatically expire on the tyre that is

rendered useless. The insurance coverage will not be transferred to the replacement tyre. However, you can sign-up for further insurance coverage when purchasing the replacement tyre at your online retailer.

### 2.7 What is not covered by my tyre insurance?

Excluded from insurance coverage are any of the following events:

- Theft of the insured tyre or the vehicle;
- Normal wear or excessive wear;
- Tyres from commercial trucks and taxis;
- Damages caused by a third party due to an improper fitting or use of the tyre;
- Damages of a tyre with a tread depth of less than 3 mm;
- Damages caused by a road accident;
- Damages which happen during off-road drives or damages resulting from sports activities such as rallies or auto races;
- Costs for tyres on the same axle, if the other one is not insured or damaged;
- Damages which are due to intentional or gross negligent behavior;
- Related costs, e.g. towing or fitting costs;
- Damages for which a third party is liable due to legal or contractual obligations, e.g. manufacturer warranty;
- Damages due to warlike or terroristic events and unrests of all kind and all the arrangements taken against them as well as natural disasters;
- Damages due to incorrect tyre pressure, deviating from the manufacturer specifications or caused by incorrect chassis settings or improper storage.

### 2.8 When does my insurance coverage start?

The insurance coverage starts from the purchase date of the insured tyre, which is stated on your tyre invoice, under the condition that the insurance premium is paid on time as per number 2.10.

### 2.9 When does my insurance coverage end?

The insurance coverage for the one-year contract terminates automatically after 12 months and the two-year contract terminates automatically after 24 months from the insurance coverage start date (described in point 2.8). There is no requirement to provide a notice of termination. The insurance cover will end sooner if the damaged tyre is replaced by a new tyre. The insurance coverage will also end where loss or total damage occurs, which you have not claimed on the insurance.

### 2.10 How can I pay the insurance premium?

The insurance premium is a one-off payment for the entire insurance coverage period and is due when signing-up for insurance coverage as part of the tyre purchase process. The one-year contract premium is kr 29,90 and the two-year contract is kr 57,00 per tyre, including insurance tax. The insurance premium has to be paid with one of the payment methods offered by your tyre online retailer.

If the payment of the insurance premium has not been made the insurance coverage starts only after the effective date of payment, unless you are not responsible for the failure or delayed payment. Furthermore, the insurer can reject your accession to the group insurance contract unless you are not responsible for the delayed payment.

## Section 3: Obligations in case of a claim

### 3.1 How to notify a claim?

Claims are conclusively and exclusively handled by i-surance. In case of an insured event, you shall report the claim online within 10 days through the website of your tyre online retailer where you have signed-up for insurance coverage.

### 3.2 Do I need to pay an excess fee?

If you have a successful claim which involves a tyre repair, no excess fee will apply. If the successful claim involves a replacement, a customer excess fee applies. This depends on the age of the insured tyre and is calculated as a percentage of the purchase price (including VAT) of the insured tyre or the replacement tyre, if the replacement tyre is of lower value compared to the insured tyre, as stated on the tyre invoice:

- 25 % in the first year from the purchase date;
- 50 % in the second year from the purchase date.

i-surance will deduct the excess fee from the amount to be refunded for the replacement of the insured tyre.

### 3.3 What are my obligations in case of a claim?

You have the following obligations when notifying a claim:

- You shall report the claim online within 10 days by providing the required information that is complete and true, using the online claim application available on the online store of your tyre online retailer where you signed-up for insurance;
- If a replacement tyre is needed, you shall purchase the replacement tyre at your tyre online retailer, where you signed-up for insurance coverage, unless doing so is impossible, and send i-surance the invoice for the refund;
- In case of vandalism, you must also report it immediately to the police;
- Provide the required documents which are necessary to check the eligibility and amount of the insurance benefits;
- If the insured event is eligible for benefits from a third party (e.g. another insurance company), you must secure your entitlement from the third party.

### 3.4 What are the consequences of violation of my obligations?

If you violate your obligations deliberately, the insurer is free of its obligations. In the case of your gross negligent violation of your obligations, the insurer is entitled to reduce insurance benefits in proportion to the seriousness of your violation.

The insurer will be free of its obligation if you delude or try to delude the insurer fraudulently with facts which are relevant to the validity or amount of your claim under your insurance coverage.

The insurance benefits can be reviewed if you can prove that you have not breached your obligations with gross negligence. This also applies if you can prove that you were neither responsible for the incident or discovery of the insurance event nor for the breach of the disclosure, the statement or the extent of the damage. This does not apply if you act in bad faith. The insurer is free of its obligation if you deceive or attempt to deceive the insurer in bad faith with facts relevant to the cause or extent of the damage.

#### Section 4: General information

##### 4.1 How to file a complaint?

If there is any occasion when our service does not meet your expectations, please contact i-surance, either by sending an e-mail to [tyres@i-surance.eu](mailto:tyres@i-surance.eu) or by calling our hotline on **0802 536 83** or by postal mail to i-surance GmbH, Brunnenstr. 181, 10119 Berlin, Germany. i-surance will use its best endeavors to solve your complaint promptly to your satisfaction.

##### 4.2 How is my personal data used?

Please find more detailed information about the processing of your data in our Data Security Information Sheet, which was made available to you before signing up for the insurance.

##### 4.3 Applicable law and jurisdiction

This insurance contract and these GCI are governed by Danish law. The court to determine any dispute under this group insurance contract is in the competent court in Denmark.

##### 4.4 English Language clause

The Insured Person declares that he/she understands the English language and therefore has fully understood both the literal content of the present contract and the nature and extent of the rights and obligations which the parties acquire and assume thereunder.

Field Code Changed