

EIR Claims Portal Terms of Use & Privacy Notice

I. Terms of Use

<http://eirmobileinsurance.bolttech.ie/> ("**Portal**") is owned by Bolttech Device Protection (Ireland) Limited, with company number 675689, and registered address at Block C, 77 Sir John Rogersons Quay, Dublin 2, D02 VK60 ("**Bolttech**"), who is part of the Bolttech Group of companies. Content on this Portal is provided by Bolttech Device Protection (Ireland) Limited, Administrator on behalf of the insurer AIG Europe, S.A., (company number B218806) of 35D, Avenue John F. Kennedy, L-1855, Luxembourg in respect of its Irish branch, having its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, Ireland.

General

These are the terms of use ("**Portal Terms**") which apply to your use of this Portal. Please read them carefully and if you have any questions or issues, please get in touch with us. Use of the Portal is permitted solely on the basis of these terms of use.

By proceeding with access to this Portal you are deemed to have accepted and be legally bind by our Portal Terms.

You were asked to consent to the use of cookies in accordance with our Cookie Policy set out below, which is supplemental to our Portal Terms. In the Privacy Notice section, you will find out about that data we process about you and how you can decide at any time how your personal data is handled. The processing of your personal data, such as name, address, email address or telephone number will always be in line with appropriate data protection laws.

For the avoidance of doubt, none of the information contained in this Portal constitutes an offer to contract in any country in which it is available.

Any products or services acquired in relation to this Portal will be subject to their own terms and conditions with the relevant provider which you must also read.

Availability and access

Bolttech do not warrant that this Portal is free of viruses, worms, trojan horses or technical problems arising from your use of this Portal. Bolttech will endeavour to ensure that this Portal is accessible for 24 hours a day but will not be liable if, for any reason, the Portal is unavailable for any time or for any period.

Bolttech will have the right to suspend access to the Portal (or any part of it) temporarily or permanently and without notice.

At any time, access to and use of certain parts of this Portal may be restricted to registered users, to which further terms governing access may apply. When applicable, such terms shall be drawn to your attention during the registration process. Bolttech may, at its sole discretion, refuse to register a user or to provide access to certain parts of the Portal to certain users, without providing reasons for doing so.

Amendments

Bolttech reserves the right to make amendments and changes to the information on the Portal.

Bolttech reserves the right to make amendments and changes to these Portal Terms of Use without notice to you from time to time to reflect changes in market conditions affecting Bolttech's business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, and any other changes.

Any such amendment shall be effective once the revised Portal Terms of Use have been posted. You shall be responsible for reviewing the Portal Terms of Use each time you use the Portal and we will treat your use of the Portal as signifying your acceptance of the Portal Terms of Use applicable at the time you access it.

Security

Bolttech will take all reasonable steps to ensure that any information you provide (via email or otherwise) as a result of your access to this Portal is kept secure.

Liability and your use of the Portal

All warranties, conditions, representations and terms, whether express or implied by statute, common law or otherwise, with respect to this Portal and its content, including but not limited to implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy are excluded from these Portal Terms of Use to the extent that they may be excluded as a matter of law. Further, Bolttech does not warrant that the Portal will be uninterrupted or error free or that any defects will be corrected.

To the fullest extent permitted by law Bolttech shall not be liable (whether in contract or tort, including negligence or breach of duty, or otherwise) for any damage, loss or liability sustained or arising out of or in connection with your use of this Portal.

Bolttech shall not be liable for your reliance on or your inability to use the information contained on this Portal; or any failure or performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, worm, trojan horse, or system failure, unavailability or suspension to this Portal, including, without limitation, loss of profits, loss of income, loss of anticipated savings, loss of revenues, loss of data, loss of goodwill or loss of contracts or business (in each case whether direct or indirect) nor for any indirect, economic, consequential or special loss resulting from whatever cause.

To the extent permitted by applicable law, Bolttech expressly disclaims all liability howsoever arising whether in contract, tort (or deceit) or otherwise (including, but not limited to, liability for any negligent act or omissions) to any person in respect of any claims or losses of any nature, arising directly or indirectly from: (i) Anything done or the consequences of anything done or omitted to be done wholly or partly in reliance upon the whole or any part of the information of this Portal; and (ii) The use of any data or materials on this Portal or unauthorised access to this Portal or otherwise.

Bolttech will not be responsible for any breach of these Portal Terms of Use caused by circumstances beyond its reasonable control.

Nothing in these terms of use shall exclude Bolttech's liability for death or personal injury resulting from Bolttech's negligence. You shall be liable for and shall indemnify Bolttech and/or, where applicable, Bolttech's subsidiaries, officers, directors, agents, licensors, successors and assigns from against any and all claims, actions, liabilities, losses, damages and expenses (including legal expenses) of any kind which arise out of or in connection with, directly or indirectly, your breach of these Portal Terms of Use.

Copyright and other intellectual property rights

Bolttech (or its Group companies or licensors) own the copyright and all intellectual property rights existing on or within this Portal (including but not limited to all database rights, trademarks, registered and unregistered trademarks, service marks and logos). Nothing in the Portal shall confer

on any person any licence or right with respect to any such intellectual property. Bolttech names may not be used in anyway, including in advertising or publicity pertaining to distribution of information without the respective prior written consent.

The images, logos and names on the Portal which identify Bolttech or a provider of products or services from time to time are the proprietary marks of the party or provider concerned. Nothing in the Portal shall confer on any person any licence or right with respect to any such image, logo or name.

You are not permitted to download, print, redistribute or extract any information from this Portal other than for your personal, non-commercial use.

You are not permitted to reproduce, copy, redistribute, modify or in any way change any of the information available on this Portal, other than your personal details (if applicable).

You agree to indemnify and keep indemnified, Bolttech, its officers, directors, agents, licensors, successors and assigns against all liabilities, claims, losses, costs, damage and expenses including legal fees incurred by Bolttech should you breach any of the terms in this section.

Communications

Applicable laws may require that certain information or communications be in writing. By using the Portal, you accept and agree that communication with Bolttech may be electronic. Bolttech may provide you with information by posting notices on this Portal.

For any contractual purposes, you agree to electronic means of communication and you acknowledge that all contracts, notices, information and other communications that Bolttech provides to you electronically comply with any legal requirements that such communication be in writing. This provision does not affect your statutory rights.

Severability

If any of these terms of use are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which such terms of use are intended to be effective, then to the extent of such illegality, invalidity or unenforceability, in relation to such state or country only, such terms of use shall be deleted and severed from these terms of use and shall be replaced by the respective statutory provisions. The remaining terms of use shall survive in full force and effect.

Waiver

If Bolttech fails at any time to insist upon strict performance of any of your obligations under these Portal Terms of Use, or if Bolttech fails to exercise any of their rights or remedies to which they are entitled under these Portal Terms of Use, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

Entire agreement

These Portal Terms of Use set out the whole Bolttech's agreement relating to your use of this Portal. Nothing said by any staff member on Bolttech's behalf should be understood as a variation of these Portal Terms of Use.

Applicable law

Irish Law shall govern the use of the Portal at all times and in the event of a dispute mandatory consumer protection regulations of the consumer's country of residence remain unaffected.

Contacting us

Questions, comments and requests are welcomed you should get in touch by contacting us.

Our contact details**Customer Service Department**

Bolttech Device Protection (Ireland) Limited,

Block C, 77 Sir John Rogersons Quay, Dublin 2, D02 VK60, or at contact.eirmobileinsurance@bolttech.ie

II. Cookie Policy

Since our Portal uses "cookies" for various purposes, this cookie policy explains what the cookies are and how they are used on the website. This Cookie Policy, also set out in Section 14 of Regulation EU 2016/679 (the "Regulation"), explains how we collect such data, for what purposes and what rights you have.

Some cookies (so-called first-party cookies) are stored directly by us. Through such cookies, the company collects and processes some of your personal data. Other cookies (so-called third-party cookies) are stored by third parties.

Please read this cookie policy carefully in order to make an informed decision.

What are cookies and what are they used for

Cookies are small text files that the websites visited by the user send directly to their terminal (usually to the browser). Such cookies are stored in the user's terminal in order to be retransmitted to the same websites (so-called first-party cookies) when the user re-accesses them. While browsing a website, the user may also receive cookies from various websites or web servers (so-called third-party cookies) on his or her terminal; this happens because the websites visited contain items such as images, maps, sounds, specific links to pages from other websites hosted on a server other than the one hosting the requested page. In other words, these are cookies that are set by a website other than the one the user is currently visiting.

Cookies can be limited to a single browser session (so-called session cookies) and are automatically deactivated when the user closes the browser. Some other cookies may have a default expiration date, and in this case they will remain stored and active on the user's hard drive until this expiration date, while continuing to collect information (so-called permanent cookies) during subsequent browsing sessions.

Cookies are used for various purposes. Some of them are used to enable the user to visit a website and use its functions (so-called technical cookies). Some other cookies are used to collect statistical information in aggregate or non-aggregated form about the number of users accessing a website and the way a website is used (so-called monitoring or analysis cookies). Finally, other cookies are used to track the user's profile as a consumer and to display advertisements on a website that matches your interests (so-called profile cookies).

The website uses only technical cookies and analysis cookies and does not use profiling cookies.

For more details about these categories of cookies, please continue to read this Cookie Policy. Find out how they work and what they are used for, and decide freely whether or not to give your consent to their use.

Technical cookies

Technical cookies are used on the website solely for the purpose of enabling you to visit the website and use its functions. These cookies are always first-party cookies as they are stored directly by us through the website.

Some technical cookies are necessary to provide you with an optimized user experience or to enable your authentication on the website, e.g. to purchase something on the website or to access your personal area (so-called navigation cookies). Normally, navigation cookies are session cookies, which is why they are automatically deactivated after closing the Internet browser.

Other technical cookies are useful to allow the user to store some of their preferences (e.g. language or country of origin) without having to re-set these preferences each time they visit the website (so-called functionality cookies). For this reason, functionality cookies are often persistent cookies, as they remain stored on your computer even after closing the internet browser, until the respective expiration date or until deletion from your browser.

As required by applicable data protection laws, your prior consent to the creation of cookies that are not technically necessary – including cookies for statistics – shall not be placed without your prior consent.

Of course, you are free to choose to block the setup of technical cookies by changing the settings of your internet browser (see section below). Please note, however, that blocking the establishment of technical cookies or deleting such cookies may jeopardise the ability to access, use, in whole or in part, activate/disable certain functions or maintain certain services.

Cookies for monitoring or "analysis"

Analytics cookies are used on the website to collect statistical information about the number of users accessing the website and how they visit the website, whether in aggregate form or not.

The analytics cookies of this website are cookies from third parties, as they are not managed directly by the company, but by the corresponding third parties.

Third-party analytics cookies are installed on the website only with your consent, as these cookies are not anonymized and therefore other third parties may have access to disaggregated analytics data at IP address level (in other words, these cookies can theoretically allow third parties to trace your identity via the IP address).

For this reason, when you access the website, a banner will appear to inform you that (i) the website uses third-party analytics cookies and (ii) you consent to the use of such cookies by closing the banner, scrolling the home page or clicking on any item other than the banner. Please note that the preference manager is provided by one of our service providers and will require the transmission of some data (IP address and user ID) to this provider. For this purpose, a cookie must be set to record whether or not you have given your consent and to remember your privacy settings and opt-outs, by means of a technical cookie. In this way, we prevent you from seeing the banner again during your future visits to the site.

Please keep in mind that if you delete this technical cookie from your browser through the process described in section below, you will lose all your cookie settings and therefore, the banner on the cookies will be displayed again.

Of course, you can freely choose to block the storage of analytics cookies at any time, and in this case the ability to visit or benefit from its content is in no way compromised.

How to control and deactivate cookies and how to refuse to use them

There are several ways to manage, disable or delete cookies:

(1) Change the settings of your browser

Follow the instructions of the developer of your Internet browser to find out how to control, disable or delete some or all cookies (technical and analytical information):

- Edge: <https://support.microsoft.com/de-at/help/4468242/microsoft-edge-browsing-data-and-privacy>
- Chrome: <https://support.google.com/chrome/answer/95647?hl=de>
- Firefox: <https://support.mozilla.org/de/kb/verbesserte-schutz-aktivitaetenverfolgung-desktop>
- Safari: <https://support.apple.com/de-at/guide/safari/sfri11471/mac>
- Opera: <https://www.opera.com/help/tutorials/security/privacy/>

(2) Use of our interactive tools or third-party tools

To disable third-party cookies, please read the privacy policy of the relevant third parties setting up analytics cookies (see section above) to find out what tools are available to handle, disable and delete cookies and, more generally, to refuse their use. Please keep in mind that disabling third-party cookies (i) will not only deny your use on the website, but also on all other websites where such cookies are used, and (ii) will not in any way jeopardise your ability to access the website and use its features. If you disable third-party cookies, the cookie banner will still be displayed on the homepage. However, if you close the banner or scroll the homepage or click on an item other than the banner, you will not receive cookies from third parties that have been properly removed.

Make your decisions carefully: If you choose to block all the cookies we set on our Services, you may not be able to access all or part of our Services; for example, you may not be able to save personalised settings such as login information

III. Privacy Notice

We adhere strictly to European the requirements of the European General Data Protection Regulation (EU) 2016/679 ("GDPR"). To protect your data from access and misuse by unauthorised persons, we always use appropriate technical and organisational security measures, in particular through special logical and physical access regulations.

In our privacy notice you will find out what data we process about you and how you can decide at any time how your personal data is handled.

What personal data of your do we process?

Contact information: Title, name, gender, full address, country of residence, e-mail address and telephone number.

Mobile device information: Details about your mobile devices (make, model, price and IMEI).

Identification details: Identification numbers issued by agencies or government agencies; for example, date of birth, social security number, passport number, identity card number, tax code, driving license number.

Data relating to management of your insurance cover: Information about premium and deductible payment, details of the circumstances of any incident giving rise to a claim, including any reports or information requested in support of your claim.

We will not process special categories of data.

Purpose and legal basis for the processing

The data will be processed:

- (a) to carry out the services requested by you;
- (b) to respond to customer requests, complaints and notifications;
- (c) to collect and manage customer feedback on the services provided;
- (d) to help us prevent fraud, money laundering, terrorism and other crimes by verifying what we know about you, and to maintain and protect the security of our products, services and websites, preventing and detecting security threats, fraud or other criminal or malicious activities;
- (e) to solve disputes, enforce our contractual agreements and to establish, exercise or defend legal claims;
- (f) to generally comply with legal, accounting and tax obligations.
- (g) to monitor and assess the overall quality of our services.
- (h) When you contact us via telephone or choose to be contacted by telephone by one of our Customer Support representatives, we occasionally record the conversation, subject to your express consent, in order to monitor and assess the services provided to you

The legal basis for our processing data about you is that such processing is necessary for the purposes of:

- exercising our rights and performing our obligations under any contract involving you
- Compliance with our legal obligations and/or
- Legitimate interests pursued by us. Generally, the legitimate interest pursued by us in relation to our use of your personal data is the efficient performance or management of our business relationship with you. Wherever we rely on legitimate interest as a legal basis for processing we are of the opinion that our legitimate interest is not overridden by your interests and rights or freedoms, given: (i) the regular reviews and related documentation of the processing activities we carry out and (ii) the protection of your personal data by our data privacy process. If you wish to obtain further information on this balancing test approach, please contact us.

Transmission of data

The data you provide will be shared with AIG Europe S.A., Irish Branch and potentially to the following third-parties:

- Public bodies or public authorities, as independent data controllers, if required by law or to prevent or repress the commission of offenses or crimes;
- Eir, as joint data controller, for the purposes of understanding your preferences and premium collection.

The data you provide may also be communicated to other companies with which we have entered into or will enter into agreements to administer the benefits of your insurance, including logistics partners, repairers and replacements providers, who will act as our Data Processors (detailed information about our Data Processor available upon request).

Processing outside of the EEA

As part of the pursuit of the purposes listed above, we may transfer your personal data to other countries, namely Switzerland, United Kingdom, Hong Kong, Singapore and Malaysia. Where we transfer data or share it with others outside of the European Economic Area (EEA) we will ensure that those persons or companies that have access to your personal data agree to protect it from improper use or disclosure, in accordance with data protection laws and will adopt the appropriate safeguards pursuant to the GDPR.

Profiling and automated decision making

We may rely on automated tools to help determine whether a transaction or a customer presents a fraud or legal risk. Depending on your location, you may have the right not to be subject to a decision based solely on automated processing of your personal information, including profiling, which produces legal or similarly significant effects on you, save for the exceptions applicable under relevant data protection laws. You will not be subject to decisions that will have a significant impact on your rights and freedoms, based solely on automated decision-making.

Retention period

Our data retention policies comply with all applicable laws to which we are subject. They set the periods which we are allowed to retain all the different types of data that we hold and are reviewed on a regular basis.

We safely and securely destroy data in accordance with time limits set out in our policies.

When we continue to use data for statistic and research purposes, we ensure that the data is anonymized so that you cannot be identified by or from it anyway.

You have these rights.

You have the right to receive information free of charge at any time about the data stored concerning your person, its origin and recipients as well as the purpose of the data processing.

You also have the right to data transfer, restriction, correction, objection and, after expiry of legal periods, the deletion of your data.

If you wish to exercise any of the rights set out above, please contact us by e-mail to privacy@bolttech.eu.

Should there ever be any reason for complaints regarding the processing of your data, you can also contact the data protection authority Data Protection Commission (DPC) at any time. You can find more information at (<https://www.dataprotection.ie/>).

High security standards for data

We protect the data stored on our servers according to the current state of the art. Should there be a loss of data or a breach of data protection despite the high security requirements, special measures are in place: Technical and/or manual weak points are immediately identified and the errors are corrected as quickly as possible. Depending on their severity, the persons affected and the data protection or regulatory authority are informed. Where appropriate we use encryption or other security measures which we deem appropriate to protect your personal information. We also review our security procedures periodically to consider appropriate new technology and updated methods but despite our reasonable efforts, no security measure is ever perfect or impenetrable.

For more information about the processing of your personal data in the insurance contract context, please review the privacy notices that have been delivered to you.

Last Updated: May 2023