

The following translation is provided for the customer's convenience only. The contractual language depends on your SignUp-Country. This language ("SignUp-Language") is binding in all respects. Constructions, meanings or interpretations in the SignUp-Language shall prevail in case there is any inconsistency between the English (convenience version) and the SignUp-Language version of all legal documents.

Terms and Conditions of the N26 Bank AG for Insurance Products

(Version 1.1, date 01.07.2022)

1. Subject of the business relationship, scope and changes to these terms

1.1 Subject of the business relationship

The following terms and conditions ("**Terms**") set out the role and responsibilities of N26 Bank AG, Voltairestraße 8, 10179 Berlin ("**N26**", "**We**", "**Us**" or "**Our**") and the account holder ("**You**" or "**Customer**") when purchasing insurances in the N26 mobile application and the N26 web application (together "**N26 App**").

These Terms explain our responsibilities for offering insurances in the N26 App and facilitating insurance purchases. We will describe with whom we are working together and what their responsibilities are.

You can purchase insurances directly in the N26 App. The insurance contract is carried out solely by simplesurance GmbH, Hallesches Ufer 60, 10963 Berlin ("**Simplesurance**") and the insurance company as set out in your insurance certificate ("**Insurer**"), (together "**Insurance Partners**").

N26 as well as Simplesurance act as insurance agents in accordance with Section 34d para. 1 of the Commercial Code (*Gewerbeordnung*).

In the context of our cooperation with our Insurance Partners, We are responsible for introducing You to our Insurance Partners and for collecting the amount You pay for Your insurance contract ("**Premium Payment**").

The insurance contract is carried out solely by the Insurance Partners. In that regard, the terms and conditions of the Insurer provided in collaboration with Simplesurance are applicable. These terms and conditions are provided to You in the sign up flow as well as in the welcome email upon sign up. A contractual relationship for the insurance service is exclusively concluded between You and the Insurer. We do not have any influence on the occurrence or non-occurrence of such a contractual relationship.

1.2 Scope

The Terms apply to all purchases of an N26 Insurance product ("**Product**") through the N26 App. This does not include the collective insurance as part of selected N26 accounts.

Unless agreed otherwise in these Terms, the General Terms for the N26 current account from N26 Bank AG as well as the complementary terms for users of the N26 App as available under <https://n26.com/terms/> apply to the use of the Product.

We give You certain information on first contact in accordance with Section 15 of the Insurance Intermediary Directive (*Versicherungsvermittlerverordnung*). You will receive this initial information as a PDF attachment in our

welcome email or by message to Your inbox in the N26 App ("Messages from N26"). Access the pre-contractual information [here](#).

1.3 Changes

Information concerning any changes to these Terms will be sent to You by email with reasonable notice prior to the proposed time of their date of effectiveness. Your consent shall be deemed as provided if You have not indicated Your rejection before the proposed time of the effectiveness of the changes. We will make a specific reference to this de facto acceptance in Our offer. If You do not agree with the changes, You can terminate the contractual relationship until the point of time the changes take effect without any prior notice. We will make a specific reference to this right to termination in Our offer.

2. Subject of the service

2.1 Scope of Service description

When You open the N26 Insurance section within the N26 App You will be informed about the Products offered by the Insurer. After choosing a certain Product You will then be required to answer a number of questions. The answers to these questions must be given truthfully and You are solely responsible for any inconveniences resulting from inaccurate or missing information. The answers will decide about the applicable insurance coverage as part of the insurance contract. You will be informed about the Premium Payment details and will receive useful information, such as these Terms, the terms and conditions of the Insurer provided in collaboration with Simpleurance, the insurance product information document and the insurance certificate.

In case You submitted false or inaccurate information or you did not submit all necessary information We can freely decide to refrain from processing Your inquiry and We reserve the right to claim any damages arising out of the aforementioned.

After You completed the purchase, the Insurance Partners will be responsible for providing the insurance service to You and for answering any of Your questions. This includes, but is not limited to, administering Your claims and initiating any payment after a successful claim.

We endeavor to make our services available to You at any time in the best possible way on the N26 App. However, We do not owe or guarantee to You that You can reach the N26 App at any time.

2.2 Premium Payment

We will collect the Premium Payment from Your N26 account on behalf of our Insurance Partners. As an insurance agent, We receive a commission directly from Simpleurance for our services, for instance for bringing the Insurance Partners together with interested customers. As an insurance agent, We act on behalf of the Insurer and not on behalf of You, however We also take the interests of the insurance policyholder into account.

3. Term and termination

Your contractual relationship with Us runs for an indefinite period of time. It ends automatically with the end of Your insurance contract offered by the Insurer and administered by Simpleurance, if nothing else has been agreed on with You. With the end of our contractual relationship with You, all of the rights granted to You in accordance with these Terms end automatically. We and You can terminate this contractual relationship at any time in text form (e.g. e-mail).

The right of termination for good cause remains unaffected.

The termination of the current account contract by You or by N26 automatically leads to the termination of the contractual relationship subject to these Terms, however, the existence and effectiveness of Your insurance contracts will not be affected. The termination of Your insurance contract requires a separate termination declaration to the relevant Insurer in accordance with the provisions of the terms and conditions applying to Your contractual relationship with the respective Insurer.

4. Liability

N26 shall not be liable for the performance of the insurance contract entered into between You and the Insurer through N26 as an insurance agent. N26 cannot be held responsible for any incorrect and/or insufficient information or documents provided by the Insurance Partners, such as the insurance certificate, insurance product information document or the terms and conditions of the Insurer provided in collaboration with Simpleurance.

We are not liable - unless in case of intentional or gross negligent acts - for any failure for:

- a) technical reasons, e.g.:
 - faulty hardware,
 - faulty software,
 - maintenance work or
- b) reasons outside of our influence, e.g.:
 - Force majeure and
 - Fault of third parties.

5. Data protection

The protection of personal data is important to Us. Therefore, We commit to observe the statutory data protection provisions, in particular the General Data Protection Regulation (GDPR) and Federal Data Protection Act (BDSG) to ensure adequate protection and security of customer data.

We have the right to process and use Your personal data collected or received by Us in the framework of the Terms for the execution of the insurance contract.

You will find further details about how We use Your personal data [here](#) in our Privacy Policy.

6. Final provisions

6.1 Effectiveness

If a provision of these Terms becomes invalid, all other provisions shall remain valid. The unlawful provision is dropped without substitution and is replaced by the statutory regulation. If the Terms contain regulatory gaps, all other and remaining provisions remain effective.

6.2 Applicable law

The law of the Federal Republic of Germany is applicable. The UN on the International Sale of Goods as well as all international conflict-of-law rules are excluded. In the course of business with consumers inside the European Union, the law at the place of residence of the consumer can also be applied, if mandatory applicable consumer-related provisions are concerned.