

Terms and Conditions of Use of Customer Portal

**PLEASE READ THESE TERMS AND CONDITIONS
CAREFULLY**

Who we are and how to contact us.

These terms and conditions (the “**Terms and Conditions**”) govern your use of the Customer Portal, property of Generali Seguros y Reaseguros, S.A.U., with its registered address at Paseo de las Doce Estrellas 4, 28042 Madrid, Spain, registered as a branch in Ireland as Generali Seguros y Reaseguros, S.A.U., Ireland branch, and trading as RedClick and Generali, with Irish branch number 904632 and branch address at 5 Town Hall Place, Farnham Street, Cavan, Co. Cavan, Ireland, H12V9F5 (“**RedClick**” or “**we**”).

RedClick is bound by the Central Bank of Ireland’s Consumer Protection Code 2012 and the Minimum Competency Code 2017, which offers protection to consumers. You can see this at www.centralbank.ie.

If you have any questions in relation to these Terms and Conditions, you can contact RedClick by emailing the following address: DataProtectionOfficer@redclick.ie.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

Terms and Conditions of access.

These Terms and Conditions govern your use of the Customer Portal. When you create an account and use the Customer Portal, you (as defined below) agree to these Terms and Conditions. These Terms and Conditions constitute an agreement between you (as defined below) and RedClick in relation to your use of the Customer Portal.

The Customer Portal allows RedClick customers who register as users (hereinafter, the “**Users**” or “**you**”) to access insurance policy documentation and carry out certain administrative tasks relating to their RedClick policy/policies.

These Terms and Conditions relate solely to the registration and use of the Customer Portal. The insurance products and services provided by RedClick (the “**Ser-vices**”) through the Customer Portal will be governed by the general and specific conditions of each product or service.

These Terms and Conditions, together with our Privacy Policy (and any other additional terms of use that are incorporated and referred to in these Terms and Conditions), regulate your use of the Customer Portal.

You must be at least 17 years old to register and / or access the Customer Portal.

Registration procedure

Access to the Customer Portal and its subsequent use will require the User to register and create an account by (i) entering their personal details in the registration form (including their email address, policy number and where applicable, policy effective date), (ii) creating a secure password and (iii) validating their account through an email validation procedure. For security purposes, personal details provided on registration for the Customer Portal must be the same as those provided by the User on inception of their policy. **The acceptance of the Terms and Conditions and acknowledgement of the Data Protection Policy is a necessary condition to register as a User of the Customer Portal. Please keep in mind that any personal data that you provide during the registration process and through your use of the Customer Portal will be treated in accordance with the provisions of the Data Protection Policy.**

Your email address and the password you created will allow you to access the Customer Portal (“**Log-In Details**”). You must keep your Log-In Details confidential at all times. If you think your account has been hacked; unauthorised use of your Log-In Details has taken place; or you have lost your Log-In Details (“**Unauthorised Access**”), you must notify us straight away by contacting the following email address: feedback@redclick.ie. REDCLICK SHALL NOT, UNDER ANY CIRCUM-

STANCES, BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE CUSTOMER PORTAL IN CIRCUMSTANCES WHERE YOU FAIL TO NOTIFY US OF UNAUTHORISED ACCESS WITHIN A REASONABLE PERIOD.

RedClick reserves the right to cancel or restrict access to the Customer Portal with respect to certain Users, to monitor any misconduct that would be contrary to these Terms and Conditions, applicable legislation or to the standards established by RedClick. RedClick may also restrict access to the Customer Portal to certain Users for justified reasons related to the implementation of appropriate security mechanisms in order to ensure the proper functioning of the Customer Portal and / or where there is any suspicion of an unauthorised or fraudulent use of the Customer Portal.

Purchasing a policy through the Customer Portal

If available, please click 'Renew Now' and follow the onscreen prompts to purchase an insurance policy through the Customer Portal. We will receive your order when you submit your payment details and will email you to confirm purchase of your insurance policy.

Acting on and accepting instructions

The User authorizes RedClick to act upon all instructions received by RedClick through the Customer Portal in respect of the User's policy with RedClick (in accordance with the policy terms and conditions), once the instructions are received from an account which is logged in using the Log In-Details attributable to the User and the User has not advised RedClick of any Unauthorized Access.

The User acts for all persons insured under the policy with regard to the administration of the policy.

Advice

The information on or provided by RedClick through the Customer Portal is for information purposes only and does not constitute financial or other professional advice in any way.

Online chat functionality on the Customer Portal

You can use the online help service through instant messaging or chat to ask us questions about the Customer Portal, its features and services and/or about your insurance policy.

This chat is not attended by any artificial intelligence or robot, but by employees of RedClick, so it will only be accessible from 9am to 6pm from Monday to Friday or during such other hours as RedClick may determine, in its sole discretion.

Rules of use of the Customer Portal

RedClick will use reasonable skill and care in providing access to the Customer Portal, however, we cannot guarantee the privacy or security of any information that concerns you and passes over the internet. If you use the Customer Portal, you acknowledge and accept these risks. You are solely responsible for any damage that results from your use of the Customer Portal including, but not limited to, any damage to your computer system or loss of data.

When using the Customer Portal, you agree, not to upload or otherwise submit any content:

- that is private or confidential information (except in those cases expressly authorised) or that is unlawful, false, misleading or inaccurate;

- that infringes any rights of RedClick or any other person including intellectual or industrial property;
- that constitutes a breach of any legal or regulatory rule or that is prohibited for any other reason;
- of a racist, xenophobic, pornographic or illegal nature, that promotes illicit activities or that violates human rights or may be offensive for some reason;
- that refers to information about other websites or domains; or
- that contains malware (instructions capable of damaging computer or security systems, equipment and the information they contain), worms or other potentially harmful computer programmes or files.

Where you are aware that a third party has uploaded content in violation of the restrictions outlined above, you must notify us immediately by contacting the following email address: feedback@redclick.ie.

The User shall be liable for damages of any kind that RedClick may suffer, directly or indirectly, as a result of the User's failure to comply with the obligations and rules of use set out in these Terms and Conditions.

Technological limitations and maintenance

RedClick cannot guarantee that the Customer Portal will always function without disruptions, delays or imperfections and reserves the right to interrupt the service of the Customer Portal at any time and without prior notice.

You further acknowledge that there may be times when the Customer Portal is unavailable for you to use due to maintenance, repairs or upgrades to our systems or the systems of any party we use to provide the Customer Portal.

Use of cookies

We use cookies or other storage devices to gather information about the use of the Customer Portal. Our Cookies Policy explains how we use cookies and the choices you have.

Limitation of liability

REDCLICK DOES NOT ACCEPT ANY RESPONSIBILITY TO THE USER, NOR TO THIRD PARTIES, FOR DAMAGES ARISING FROM UNAUTHORISED USE OF THE CUSTOMER PORTAL, OR THAT ARE THE RESULT OF A DIRECT BREACH OF THESE TERMS AND CONDITIONS, THE PRIVACY POLICY AND / OR ANY RECOMMENDATIONS OR INSTRUCTIONS PROVIDED BY REDCLICK FROM TIME TO TIME.

ACCESS TO AND USE OF THE CUSTOMER PORTAL ARE PROVIDED “AS IS” WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND AND REDCLICK EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND NON-INFRINGEMENT. You are solely responsible for any damage that results from the use of the Customer Portal including, but not limited to, any damage to your computer system or loss of data.

RedClick will use reasonable skill and care in providing access to the Customer Portal and in keeping an error-free environment, but we cannot guarantee (and the User hereby acknowledges) that the Customer Portal will always function without disruptions, delays, or imperfections (“**Interruptions**”). REDCLICK WAIVES ALL LIABILITY (AND YOU HEREBY RELEASE AND WAIVE ALL CLAIMS AGAINST REDCLICK, AND ITS AFFILIATES, OFFICERS AND EMPLOYEES) FOR ANY DAMAGES THAT MAY BE CAUSED AS A RESULT OF SUCH INTERRUPTIONS.

RedClick cannot guarantee the absence of viruses, worms or other potentially harmful programmes that may produce alterations in the software or hardware of the User arising from your use of the Customer Portal. You hereby acknowledge that you are solely responsible for any damage that results from the use of Customer Portal including, but not limited to, any damage to your computer system or loss of data.

Hyperlinks

The Customer Portal has hyperlinks to other websites that are not owned, edited, controlled, maintained or supervised by RedClick. RedClick will not be responsible for the content that such websites contain. The content contained on these web-sites is the responsibility of the respective website owners, and RedClick does not endorse nor does it approve of such content.

REDClick IS NOT IN ANY WAY RESPONSIBLE FOR THE CONTENT OF ANY EXTERNALLY LINKED WEBSITE OR WEBPAGE. You use or follow these links at your own risk, and RedClick is not responsible for any damages or losses incurred or suffered by you arising out of or in connection with your use of the link. Please be mindful that when you click on a link and leave our website you will be subject to the terms of use and privacy policies of the other website that you are going to visit.

Those Users wishing to establish hyperlinks to the Customer Portal must refrain from making false, inaccurate or incorrect statements about Customer Portal or its contents. Under no circumstances shall the User state (expressly or by implication) that RedClick authorises the hyperlink, or that it, in any way, supervises, approves, recommends or assumes responsibility for the contents or services offered or made available on the web page containing a hyperlink to the Customer Portal. You must always obtain the prior written approval of RedClick before creating a hyperlink in any form from a third-party website to the Customer Portal.

RedClick may or may not give such approval at its absolute discretion. RedClick is not responsible for the setup of any hyperlink from a third-party website to the Customer Portal. Any links so set up shall not constitute any form of cooperation with, or endorsement by, RedClick of such third-party website. RedClick is not liable for any loss or damage incurred or suffered by you or any third party arising out of or in connection with such links.

Intellectual and industrial property

All designs, brands, names, denominations, images, logos, graphics, icons, domain names, applications, self-executable code sequences and all other content of the Customer Portal belong to RedClick or, where applicable, RedClick is licensed for their use, and enjoys, as a result, the protection inherent in the rights over intellectual and industrial property. All intellectual property rights and copyright of the contents of the Customer Portal are reserved to RedClick and its licensors and in no case does access to the Customer Portal imply any abandonment by RedClick of said rights in favour of the User. Users of the Customer Portal may make private use of Customer Portal and its content. Under no circumstances may you make commercial use of the Customer Portal or its contents, or alter them in any way, reproduce them (save for private use), distribute them or communicate them publicly. Any copy or unauthorised use of the design or content that differs from that expressly permitted by RedClick, in its capacity as owner of the intellectual property rights, will affect the rights of said owner in accordance with international treaties and applicable and current regulations. Use of the contents of the Customer Portal for any purpose or in any manner other than that permitted by RedClick in these Terms and Conditions is strictly prohibited. In the event that Users wish to use the brands, names, logos or any other distinctive sign in order to identify the hyperlinks that are established in other websites to the Customer Portal of RedClick, may request the necessary authorisation by contacting the webmaster through the email address provided at the beginning of these Terms and Conditions.

Rates

The Customer Portal service is provided free of charge. However insurance products or Services that we offer or advertise, through the Customer Portal may, where specified by us, be payable by the User.

Termination and duration

These Terms and Conditions (and all other applicable policies relating to your use of the Customer Portal), will remain in force and will be binding from the time you register as a user of the Customer Portal. In case of a breach of these Terms and Conditions by the User, we may temporarily block your access to the Customer Portal. In the event that such a breach is serious or persistent (that is, when it is not remedied within ten (10) days of its notification to the User), we may proceed to cancel it as a user of the Customer Portal, without prejudice to any claim for damages that RedClick may otherwise have in respect of such breach.

Jurisdiction and applicable law

The laws of the Republic of Ireland will apply to: (i) these Terms and Conditions and the relationship between you and RedClick; and (ii) any claim, cause of action, or dispute you may have against us that arises out of or relates to the use of the Customer Portal (“**Claim**”). You agree that any Claim must be resolved in a competent court in the Republic of Ireland and that Irish law will govern these Terms and Conditions and any Claim, without regard to conflict of law provisions.

Complaints

The User may submit their complaints by sending an email to the following address: feedback@redclick.ie.

Language

Any policy you purchase or renew through the Customer Portal and any communications between you and RedClick will be in English.

Changes to these Terms and Conditions

These Terms and Conditions, as well as the content, design and organisation of the Customer Portal, may be revised and / or modified at any time. In case of revision or modification of the Terms and Conditions, the revised wording will be published and will be accessible in the Customer Portal. Any revisions or modifications which have a material impact on the User's use of the Customer Portal will be notified to the User. Your continued use of the Customer Portal constitutes acceptance of any changes. If you are not satisfied with the changes, you must stop using the Customer Portal.