

## Trusted Shops Guarantee Policy

A.	What is the Trusted Shops Guarantee?.....	1
B.	Guarantee Cases .....	1
	Money back in the event of failure to deliver / perform .....	1
	Money back where no refund is provided after cancellation, return of goods or transport loss .....	2
C.	Preconditions for Guarantee Cases .....	2
D.	Guarantor: .....	2
E.	Level of cover and cover period .....	2
F.	Notice of claim and processing .....	2
G.	Obligation to mitigate loss and agreement to assignment .....	3
H.	Concluding provisions .....	3
	Right to cancel for consumers .....	4

### A. What is the Trusted Shops Guarantee?

The Trusted Shops Guarantee ("Guarantee") covers your purchase or order in any online shop certified by Trusted Shops GmbH and which bears the Trusted Shops quality seal of approval ("Online Shop"). If you have signed up to the Trusted Shops Guarantee after purchasing or ordering from an Online Shop, conclusion of the Guarantee Contract will be confirmed by email, providing you with a guarantee number and an entitlement to a refund within the meaning of this Agreement; in the Guarantee Cases below you will receive a refund of your payments made. The Trusted Shops Guarantee is offered to you by the Trusted Shops Guarantor (see Section D). Trusted Shops GmbH monitors processing of Guarantee Cases on behalf of the Guarantor.

### B. Guarantee Cases

The Guarantee covers reimbursement of **payments actually made as contractually-agreed** ("Payments Made") in the following cases, provided that the Payments Made are not refunded by the Online Shop within 7 days despite entitlement to a refund and despite a refund request.

#### Money back in the event of failure to deliver / perform

- a) Goods or digital contents are not delivered or are not made available;
- b) A service is not provided due to fault on the part of the provider;
- c) A package holiday cannot be taken and no legally permissible alternative is offered as the result of definitive cancellation of the holiday by the tour operator.  
The Guarantee, however, does not serve as cover in the event of insolvency and cannot supplement such cover (e.g. upon maximum liability limits being reached/exceeded). Such protection is subject to the travel insurance certificate alone. For online tour operators, the Guarantee also does not cover cases which are, or could be, covered by travel cancellation insurance and cannot supplement such cover (e.g. upon maximum liability limits being reached or in the event of deductibles), the travel cancellation insurance alone applies here.
- d) A voucher purchased from an Online Shop for the delivery of goods or digital contents or services is not redeemed, even though you have made a legitimate request for redemption by the obligated Online Shop and the voucher purchased has been returned within the scope of the right of revocation. The Guarantee only applies within the agreed cover period and, in particular, does not apply if you allow the voucher to lapse or fail to redeem it for other reasons;
- e) A service is not provided under an energy supply contract (electricity, gas, district heating, water).

- f) When negotiating or taking out insurance, the insurance policy fails to come into effect in spite of payments made.

In this case, however, the Guarantee does not serve as cover in terms of D & O insurance and cannot supplement the same (e.g. upon maximum liability limits being reached/exceeded). The Guarantee also does not serve to protect the provision of insurance services.

### **Money back where no refund is provided after cancellation, return of goods or transport loss**

- g) There is no refund, or an incomplete refund, after cancellation;  
You are required to have exercised your right of cancellation in time in accordance with the provisions for distance contracts and to have returned the goods to the Online Shop in compliance with methods and deadlines as per the purchase agreement, whereby tracking of the returned goods must be possible (e.g. by registered delivery, parcel delivery; not applicable for small parcels).
- h) There is no refund, or an incomplete refund, of Payments Made after return of the goods as agreed;  
You are required to have returned the goods in accordance with the agreement between you and the Online Shop and the Online Shop has not provided the agreed refund upon receipt of the returned goods, in whole or in part.
- i) There is no refund, or an incomplete refund, of Payments Made where the Online Shop is responsible for transport loss of the goods ordered online, either upon delivery or upon return in the context of the statutory right of cancellation.

Under no circumstances will the Guarantee cover other claims outside the contracts concluded nor will it cover warranty claims or other compensation claims.

### **C. Preconditions for Guarantee Cases**

The Guarantee applies in the Guarantee Cases specified above, where one of these occurs **within the cover period (see Section E) for the respective Guarantee** after receipt of the order by the Online Shop, only up to the agreed **level of cover (see Section E)**. In the event of recurrent cases, the Guarantee covers solely the partial services to be provided during the cover period and Payments Made. You are required to allow the Guarantee Case to be registered in the Trusted Shops Online System for processing

### **D. Guarantor:**

The Trusted Shops Guarantee is offered to you by one of the following Trusted Shops Guarantors:

1. Atradius Kreditversicherung, subsidiary of Atradius Crédito y Caución S.A. de Seguros y Reaseguros, Opladener Straße 14, 50679, Cologne, Authorized agent: Dr Thomas Langen, Cologne District Court, Commercial Register 89229, Principal commercial activity: Credit Insurance
2. R+V Versicherung AG, Raiffeisenplatz 1, 65189 Wiesbaden, Wiesbaden District Court, Commercial Register 7934

The respective Guarantor will be selected by Trusted Shops GmbH and you will be informed by email upon application for buyer protection.

### **E. Level of cover and cover period**

The level of cover and cover period are shown in the Certificate by clicking on the seal in the respective Online Shop. You will be advised, by email, of the existence of the Trusted Shops Guarantee with applicable level of cover and cover period.

### **F. Notice of claim and processing**

#### **1. Deadlines**

Where one of the Guarantee Cases specified at B occurs within the cover period, you can make a claim to the Guarantor for a refund up to 7 days after expiry of the cover period ("Guarantee Application").

#### **2. Evidence**

The Guarantor is bound by statutory rules of evidence and will make a decision on the Guarantee Case based on evidence submitted in time with reference to the contractual regulations and Guarantee preconditions. All necessary evidence, in particular, of payments and returns, should be submitted to the Guarantor in a suitable format (e.g. copy of account statement, cash on delivery receipt, copy of delivery note, witness statements) within 7 calendar days of making the Guarantee Claim.

#### **3. Refund**

Once the Guarantor's obligation to provide a refund is ascertained, the Online Shop will be asked by Trusted Shops GmbH to provide the refund. Should the Online Shop then fail to refund the Payment Made within 7 calendar days, you will receive your money back from the Guarantor within the scope of the Trusted Shops Guarantee.

### **G. Obligation to mitigate loss and agreement to assignment**

You are required to take all possible measures to avoid the occurrence of a Guarantee Case and/or to get back payments already made.

If you obtain a refund under a Guarantee, you irrevocably assign, step by step, all claims against and receivables from the Online Shop and third parties (e.g. insurances, such as travel cancellation insurance), which are connected to the transaction secured, with all ancillary rights, to the Guarantor. The Guarantor accepts the assignment.

### **H. Concluding provisions**

German law shall apply exclusively to this Agreement and to all disputes resulting from it or arising in connection with it. For contracts with consumers, this choice of law only applies insofar as the protection provided under mandatory provisions of the law of the State in which the consumer has his/her habitual residence will not be excluded. The contractual language is English.

You can make complaints to the competent authority, the German Federal Supervisory Agency for Financial Services - Insurance Department, Graurheindorfer Straße 108, 53117 Bonn.

Online dispute resolution according to Art. 14 (1) Regulation on consumer ODR: The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed under <http://ec.europa.eu/consumers/odr/>. Consumers have the possibility to use this platform for resolving their disputes. We are ready to participate in extra-judicial dispute settlement proceedings before a consumer dispute resolution body.

## Right to cancel for consumers

Consumers have the right to cancel as described in the following.

### Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us (Trusted Shops GmbH, Subbelrather Straße 15c 50823 Köln, Tel.: +44 20 33645 906, Fax: +49 221 77536 89, [guarantee@trustedshops.com](mailto:guarantee@trustedshops.com)) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

End of information on the right to cancel.

### Model cancellation form

(If you want to cancel the contract, please fill out the form below and send it back to us)

- To Trusted Shops GmbH, Subbelrather Straße 15c 50823 Köln, Tel.: +49 221 77536 77, Fax: +49 221 77536 89 and [guarantee@trustedshops.com](mailto:guarantee@trustedshops.com):

- I / We (\*) hereby give notice that I / We (\*) cancel my/our (\*) contract
- of sale of the following goods (\*)/for the supply of the following service (\*)
- Ordered on (\*)/received on (\*)
- Name of consumer
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)
- Date

(\*)Delete as appropriate