Swappie Care

Policy Conditions: Italy

Insurer: Nordic Guarantee Försäkrings AB, Org. No.: 516406-0112, info@nordg.se

Intermediary: Keyhole ApS, Banegårdsgade 2, 8700 Horsens, Denmark, Org. No.: DK-40320377, info@usekeyhole.com

Distributor: Swappie Oy (reg. no. 2692328-4), Itämerenkatu 3 A, 00180 Helsinki, Finland, acting as an ancillary insurance intermediary under the responsibility of Keyhole ApS

General enquiries: info@swappie.com | swappie.com/it/swappie-care

Version: 1.0, valid from 03.11.2026

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1. About this insurance

Swappie Care is a non-life insurance underwritten by Nordic Guarantee Försäkrings AB, a Swedish authorised insurance undertaking supervised by Finansinspektionen in Sweden. Nordic Guarantee provides this insurance in Italy on a cross-border basis under the freedom to provide services. The insurance is distributed by Swappie Oy as an ancillary insurance intermediary under the responsibility of Keyhole ApS; Keyhole ApS is registered and supervised as an insurance intermediary in Denmark, is entered on the list annexed to the Italian Register of Insurance Intermediaries (elenco annesso al Registro Unico degli Intermediari) held by IVASS under no. UE00830242, and distributes this insurance in Italy under the freedom to provide services. The insurance is sold without advice. No personal recommendation is given as to whether the insurance is suitable for you. You assess for yourself, on the basis of the insurance product information document and these conditions, whether the insurance meets your demands and needs.

The insurance covers three events: sudden damage to the insured device, internal malfunction of the insured device, and the trade-in of an undamaged device, each as defined and described in section 7. Where a covered claim is accepted, the benefit is an electronic voucher redeemable at swappie.com against the purchase of a device, as set out in section 8. By taking out this insurance you accept that the benefit is provided as a voucher and not as a cash payment.

This insurance is intended to complement, and not replace, your statutory rights and your Swappie Warranty™.

This insurance is governed by Italian law, in particular by articles 1882 to 1932 of the Italian Civil Code (codice civile), by the Private Insurance Code (decreto legislativo 7 settembre 2005, n. 209) and, as regards your rights as a consumer, by the Consumer Code (decreto legislativo 6 settembre 2005, n. 206). Under article 1932 of the Civil Code, a number of provisions of the Civil Code may be departed from only in a sense more favourable to the insured; any condition that departs from them less favourably is automatically replaced by the statutory provision. Where these conditions are more favourable to you than the law requires, the more favourable condition applies.

2. Definitions

We / us / the Insurer means Nordic Guarantee Försäkrings AB, the licensed insurer that provides this insurance and pays valid claims.
Swappie means Swappie Oy, which distributes this insurance as an ancillary insurance intermediary under the responsibility of Keyhole ApS, and handles claims on Nordic Guarantee's behalf.
You / your means the consumer named in the certificate of insurance, who is both the policyholder and the sole insured under this policy.
Insured device means the device you bought from Swappie, identified by its IMEI or Serial Number in the certificate of insurance.
Certificate of insurance / Policy means the confirmation showing your insured device, period of insurance and premium.
Equivalent device means a device of the same model and configuration as the insured device, as available on swappie.com when the voucher is issued. If the same model is no longer available, equivalent device means the closest available model with substantially similar specifications, at the price at which that model is offered on swappie.com at the date the voucher is issued.
IMEI means the International Mobile Equipment Identity number of the insured device.
Serial number means the device's unique product identifier.
FD means any device-lock or remote-management feature on the insured device that prevents a new user from activating or accessing the device, including Apple Find My, Google Find My Device, and equivalent features on other platforms.
Accidental damage means sudden and unforeseen physical damage to the insured device caused by an external event, for example impact, dropping or liquid damage.

Internal malfunction means a sudden and unforeseen failure of an internal component in the insured device that is not caused by external physical damage. Sudden and complete battery failure is an internal malfunction; gradual loss of battery capacity through normal use is not.
Undamaged replacement means cover under section 7 where you surrender your undamaged device to Swappie in exchange for a voucher, protecting you against the depreciation in market value of your device. The value of the voucher is determined under section 8 by reference to the price of an equivalent device on swappie.com at the date of issue.
Voucher means the electronic voucher issued by Swappie when a claim is approved, redeemable by you on swappie.com towards the purchase of a device. The value, validity period, and conditions of use are set out in section 8.
Policy chain means the series of successive Swappie Care policies linked to an original policy through the redemption of a voucher for a replacement device, as further described in sections 3, 4 and 6.

3. The policyholder and insured

You are named in the certificate of insurance. Cover attaches solely to the insured device, identified by its IMEI or serial number. There are no additional insureds under this policy. The right to any benefit cannot be assigned or transferred to a third party. You may hold one Swappie Care policy per device you own.

Where you use a voucher issued under this policy to purchase a new device from Swappie and take out a new Swappie Care policy, for that device, the new policy forms part of the same policy chain as this policy. The claims limit in section 6 applies across the chain. The certificate of insurance for the new device will identify the originating policy.

4. The insured device

This insurance covers only the device purchased from Swappie that is identified by its IMEI or serial number in the certificate of insurance.

When a claim is approved and you use the voucher to purchase a new device from Swappie, a new Swappie Care policy may be taken out for the new device. Swappie will present the applicable terms and premium to you before the new policy is concluded. You are not obliged to take out a new policy. If you do, the new policy covers the new device identified by its IMEI or serial number and continues the policy chain as described in section 6.

If no new policy is taken out, the chain ends and the new device is not covered under Swappie Care.

Where a new policy for a voucher-funded device is taken out after the date of purchase rather than immediately, it continues the same policy chain as the originating policy, regardless of when it is concluded.

5. Period of insurance

The period of insurance begins when the insurance is issued as stated in the certificate of insurance. Cover is provided in consecutive monthly periods, each paid for in advance. When you take out the insurance you choose either monthly payment in advance for each successive period, or a single payment covering twelve (12) months of cover in advance. For the purposes of these conditions and of article 1901 of the Civil Code, the period of insurance (periodo di assicurazione) is the monthly period where you pay monthly, and the twelve-month period where you have paid twelve months in advance.

The insurance renews automatically at the end of each period paid for unless cancelled in accordance with section 12. Where you have prepaid twelve months, Swappie will notify you by email at least thirty (30) days before the prepaid period ends, setting out the renewal options available to you. The insurance does not automatically renew into a further twelve-month prepayment without your active selection; absent that selection, cover continues on a monthly payment basis in accordance with this section.

The maximum aggregate duration of insuring a device under this section is five (5) years. You will receive written notice at least one (1) month before the five-year maximum is reached. After that, the insurance ends without further renewal, and no further policy may be purchased for that device.

Cover continues until the insurance ends in accordance with these conditions. Where premium is unpaid, cover is suspended and the insurance may end as set out in section 12.

Where a claim is approved and you use the voucher to purchase a new device, any unused portion of the premium for the current period is carried forward as a credit and applied to the premium for the new policy. Any credit that cannot be applied to the new policy is refunded to you.

6. Claims limit

The total number of vouchers payable is capped at two (2) within any rolling twelve-month period, applied at the level of the policy chain.

A policy chain begins with an independently purchased Swappie Care policy. Where a voucher issued under a policy in a chain is used to purchase a replacement device from Swappie, the Swappie Care policy issued for the replacement device continues that chain and its running claims count. A device purchased independently from Swappie, without using a voucher, begins a new chain with its own limit.

A voucher is counted toward the limit on the date it is redeemed. A voucher that expires unredeemed does not count toward the limit. A claim that is submitted but refused does not count toward the limit.

7. What is covered

General requirements

For any claim submitted under this policy, the device must meet the following eligibility conditions at the time it is returned to Swappie:

- the serial number and/or IMEI are intact, legible, and unaltered;
- the device has not been opened or modified other than by an authorised repair provider; and
- FD has been deactivated.

Where a condition is not met, section 13 applies.

Accidental damage

This section covers sudden and unforeseen physical damage to the insured device caused by an external event, for example impact, dropping, or liquid damage.

Internal malfunction

This section covers a sudden and unforeseen failure of an internal component in the insured device that is not caused by external physical damage. Sudden and complete battery failure is an internal malfunction; gradual loss of battery capacity through normal use is not.

Where damage has both an external and an internal component, the claim is assessed under whichever section most closely reflects the primary cause.

Undamaged replacement

This section protects you against the depreciation in market value of your insured device. Rather than selling your device privately at an uncertain price and without a guaranteed buyer, you can surrender it to Swappie and receive a voucher as set out in section 8, reflecting the current price of an equivalent device on swappie.com.

The insured event is the surrender of your undamaged device to Swappie during the policy period. The general requirements set out at the beginning of this section apply. Where a condition is not met, section 13 applies.

Approved claim

On approval of a claim under any section, Swappie will issue a voucher in accordance with section 8. Following the issue of the voucher, the device must be returned to Swappie in accordance with section 9. Once the device has been received and inspected, Swappie will verify that the conditions of this policy have been met. If they have not, the voucher may be reduced or cancelled in accordance with section 13.

If FD has not been deactivated or the device has not been sent to Swappie within fourteen (14) days of the voucher being issued, Swappie will give you written notice. You then have a further fourteen (14) days to remedy the position. If you do so, the benefit is not affected. If you do not, the voucher may be reduced or cancelled under section 13.

The three general requirements above must be met when the device is returned to Swappie. Two of them - the condition of the serial number/IMEI, and the requirement that the device has not been opened or repaired without authorisation - must be met at that point and cannot be fixed afterwards. The third, deactivating FD, works differently: even if FD is still active when you return the device, you can still deactivate it within the cure period described above, and doing so will not affect your benefit. If a requirement is not met, cannot be fixed, or is not fixed in time, the voucher will be assessed under section 13, based on how much that failure affected the claim.

8. The voucher

On the preliminary approval of a claim, Swappie issues a voucher to you electronically. This is a preliminary approval based on the information provided when the claim is submitted; final confirmation follows physical verification of the returned device, as described below. The voucher is valid for fourteen (14) days from the date of issue. If the voucher expires, a new one can be requested. The voucher value is ninety per cent (90%) of the price of an equivalent device on swappie.com at the date of issue. This value is fixed at issue and does not change during the validity period.

If the voucher value exceeds the price you originally paid for the insured device, the voucher value is reduced to that original price. The original price is the amount you paid to Swappie at purchase, excluding any discount codes or coupons. All amounts are in euro (EUR).

The voucher is non-transferable, is redeemable only by you on swappie.com, and may not be combined with other discount codes or promotional offers unless Swappie expressly permits this at the time of redemption. The voucher is not redeemable for cash.

In some situations, you may receive this benefit as a cash payment instead of a voucher. This will only happen if Nordic Guarantee reasonably determines that redeeming vouchers on swappie.com is no longer possible for policyholders generally - for example because Swappie has become insolvent, has stopped trading, or the

swappie.com platform is no longer available - for reasons outside Nordic Guarantee's control. In that case, Nordic Guarantee may pay you a cash sum equal to the voucher value you would otherwise have received, based on the most recent available price for an equivalent device on swappie.com or, if that is unavailable, other market price information Keyhole and Nordic Guarantee hold for equivalent refurbished devices. This is Nordic Guarantee's own right to provide the benefit differently when a voucher cannot be delivered as intended - it does not give you a right to choose or request cash instead of a voucher in any other situation.

Please note: if the physical verification of your returned device shows that the claim did not qualify under these conditions, the voucher value may be recovered from you even if the voucher has already been redeemed (see section 13). You may wish to await the verification confirmation before redeeming your voucher.

Title to the insured device passes to the Insurer upon receipt at Swappie's designated address. If the device is subsequently found to be subject to an exclusion under section 11, the voucher is cancelled and the device is returned to you. Where the voucher has already been redeemed towards the purchase of a new device, the device cannot be returned to you, and the voucher value will instead be recovered from you.

9. How to make a claim

To make a claim under any section, contact Swappie as soon as reasonably practicable after the insured event. Provide your policy reference, the IMEI or serial number of the insured device, and a description of the damage, malfunction, or condition of the device.

Swappie will issue a claim reference and send you instructions for returning the device. You must ship the device by the method Swappie specifies, within fourteen (14) days of receiving those instructions. Swappie is responsible for the cost of returning the device to Swappie. The risk of the device in transit passes to Swappie from the moment you hand it to the carrier specified by Swappie.

Swappie assesses your claim on submission. Where the preliminary eligibility check is satisfied, Swappie issues the voucher in accordance with section 8 and sends you return instructions. You must return the device within fourteen (14) days of receiving the return instructions. Swappie completes physical verification of the returned device within three (3) business days of receipt and will confirm the claim or, where the verification identifies a material discrepancy or an exclusion, adjust or recover the benefit in accordance with sections 8 and 13.

Nordic Guarantee will issue the voucher, or notify you that no voucher is payable, without delay and in any event no later than thirty (30) days after it has received the documents and information reasonably required to assess the claim. A decision to refuse or reduce the benefit will be given in writing, with reasons, and will tell you how the matter may be taken further, including to the Arbitro Assicurativo and to the courts (section 16), and will state the limitation period that applies.

Rights arising from this insurance, other than the right to payment of premium instalments, are subject to a limitation period of two (2) years running from the day on which the fact on which the right is founded occurred, in accordance with article 2952, second paragraph, of the Civil Code. Nordic Guarantee's right to payment of premium instalments is subject to a limitation period of one (1) year from each due date. Notifying the insured event to Swappie is treated as making a claim.

10. Conditions

Disclosure

Before the insurance is concluded you must answer truthfully and completely the questions put to you that may be relevant to the assessment of the risk. If a statement is inaccurate or incomplete and you acted with intent or gross negligence, Nordic Guarantee may seek annulment of the contract within three (3) months of learning of it (article 1892 of the Civil Code). If you acted without intent or gross negligence, Nordic Guarantee may withdraw from the contract within the same period, and a benefit falling due before it does so is reduced in proportion to the difference between the premium agreed and the premium that would have applied had the true position been known (article 1893). You must also notify Nordic Guarantee without delay of any change that materially aggravates the risk (article 1898), and give complete and correct information when making a claim.

Notification

You must notify the insured event to Swappie as soon as possible and in any event within thirty (30) days of the event or of becoming aware of it. This period is longer than the three days provided by article 1913 of the Civil Code and applies in your favour. If you intentionally fail to notify, you lose the right to the benefit. If you fail to notify through negligence, the benefit is reduced only to the extent of the prejudice actually suffered by Nordic Guarantee as a result, in accordance with article 1915, second paragraph, of the Civil Code.

11. Exclusions

General exclusions

No voucher is payable in respect of:

- **theft, disappearance, or unexplained loss of the device;**
- **the device having been physically opened or repaired by any person other than a Swappie authorised repair provider;**
- **indirect losses, including loss of data, loss of use, loss of profit, or loss of opportunity; and**

- **the cost of any packaging incurred by you in returning the device.**

Intentional damage

No voucher is payable under accidental damage or internal malfunction where the damage or malfunction was caused intentionally by you. Reduction for gross negligence is assessed under section 13.

Force majeure

No voucher is payable for loss caused directly or indirectly by war (whether declared or not), terrorism, civil unrest, riot, strike, lockout, government action, natural catastrophe, epidemic, or pandemic.

Nuclear and similar

No voucher is payable for loss caused directly or indirectly by the release of nuclear, biological, chemical, or biochemical agents, or by the radioactive, toxic, explosive, or other hazardous properties of any nuclear device. This exclusion does not apply to loss arising from nuclear reactions used for ordinary industrial, medical, or scientific purposes in compliance with applicable regulations.

Sanctions

No voucher is payable to the extent that payment would breach any embargo or sanction resolution adopted by the United Nations, the European Union, the United Kingdom, the United States, or any other applicable law in force during the insurance period.

12. Premium, duration, and cancellation

Premium

The premium is based on the price you paid to Swappie for the insured device at purchase, before any discount codes or coupons. The premium amount is shown on the confirmation email sent to you at purchase. You will be notified in advance of any change to the premium.

The price shown to you at checkout is the total amount payable per period and includes Italian insurance premium tax (imposta sulle assicurazioni), which is charged at twenty-one point two five per cent (21.25%) of the premium under legge 29 ottobre 1961, n. 1216. Nordic Guarantee is liable for the tax and accounts for it to the Italian Revenue Agency. The premium, the tax and the total amount payable per period are shown separately on your certificate of insurance.

Non-payment

If you do not pay a premium by its due date, cover is suspended from 24:00 on the fifteenth (15th) day after the due date, in accordance with article 1901, second paragraph, of the Civil Code. An insured event that occurs while cover is suspended is not covered, and later payment of the overdue premium does not restore cover for that period. If Nordic Guarantee does not take action to collect the overdue premium within six (6) months of its due date, the insurance ends by operation of law under article 1901, third paragraph, of the Civil Code.

Cover resumes at 24:00 on the day you pay the overdue amount. An insured event that occurs before cover is suspended, including during the fifteen days after the due date, is covered in the normal way. Interest on late payment is charged at the legal rate under article 1284 of the Civil Code.

If the insurance ends under the third paragraph of article 1901 of the Civil Code, Nordic Guarantee will not claim premium for any period after the last premium you paid.

If the insurance has ended because of non-payment, later payment does not reinstate it, and a new policy would be required.

Cancellation by you

You may cancel this insurance at any time by contacting Swappie customer service, by following the instructions in your Swappie Care confirmation email, or by following the instructions of your payment provider. Notice of cancellation may be given in writing, which includes email and the cancellation function on swappie.com. Cancellation takes effect on the date your notice is received, or on a later date you specify.

Premium is earned on a daily pro rata basis over the paid period. Where you have prepaid a twelve-month period, the unearned portion for the unexpired days is refunded on cancellation. For monthly payment, there is generally no unearned premium to refund, as the premium is paid monthly in advance. Where you cancel this policy in connection with an upgrade under section 4, any unused premium is carried forward in accordance with section 5 rather than refunded.

You have a statutory fourteen (14) day right of withdrawal under article 59-octies of the Consumer Code (decreto legislativo 6 settembre 2005, n. 206, as amended by decreto legislativo 31 dicembre 2025, n. 209), because this insurance is concluded at a distance. The period runs from the date the insurance is concluded or, if later, from the date you receive the contract terms and the pre-contractual information on a durable medium. No reason is required, and it is enough that you send your notice before the period expires. You can exercise this right using the withdrawal function on swappie.com, labelled recedere dal contratto qui, or by notifying Swappie in writing at info@swappie.com. If you withdraw, you pay nothing at all and the whole premium you have paid is refunded to you within thirty (30) days, even where cover had already begun: under article 59-novies, second paragraph, of the Consumer Code, no amount may be charged to a consumer who withdraws from an insurance contract.

Please note: under article 167-bis of the Private Insurance Code, the right of withdrawal cannot be exercised once you have requested payment of the benefit under this insurance within the withdrawal period. If you make a claim during the first fourteen days, you lose the right to withdraw.

Where automated tools, including chatbots, are used in connection with concluding or servicing this insurance, you may request and obtain human assistance at any stage, free of charge, under article 59-decies of the Consumer Code.

Cancellation does not affect premium that has already fallen due in respect of a period during which cover was in force.

Termination by Nordic Guarantee

Nordic Guarantee may terminate this insurance during a period of insurance only on the grounds provided by the Civil Code, namely where: (a) you gave inaccurate or incomplete information before the insurance was concluded, in the circumstances set out in articles 1892 and 1893; (b) the risk has been materially aggravated within the meaning of article 1898; or (c) in the case of non-payment, as set out above. Any such termination will be in writing and state the reason. Nordic Guarantee may also end the insurance at the end of a period of insurance by written notice sent at least thirty (30) days before that period ends, stating the reason.

13. Reduction or forfeiture of benefit

In accordance with the Civil Code, the voucher may be reduced or refused in the following circumstances:

- **you gave inaccurate or incomplete information before the insurance was concluded, with the consequences set out in articles 1892 and 1893 of the Civil Code and in section 10 above;**
- **you caused the insured event intentionally, or by gross negligence. Where the insured event was caused intentionally, no voucher is payable. Where it was caused by gross negligence, and by express agreement departing in your favour from article 1900 of the Civil Code, the voucher is not refused outright but is reduced in proportion to the seriousness of the fault and its significance for the loss;**
- **you failed to comply with an obligation in these conditions intended to prevent or limit loss, including the requirements in section 7, in a way that affected the insured event or its assessment; or**
- **you failed to notify the insured event or to take reasonable steps to limit the loss, with the consequences set out in article 1915 of the Civil Code: intentional failure results in loss of the benefit, and negligent failure results only in a reduction to the extent of the prejudice actually suffered.**

Except where you acted intentionally or in bad faith, the voucher is reduced in proportion to the seriousness of the breach, the degree of fault and its significance for the loss, and any reduction may in no case exceed what is reasonable in the circumstances. Slight negligence does not reduce the voucher.

Where these conditions give you a cure period to remedy a breach, no reduction or forfeiture is assessed if you cure the breach within that period.

14. General conditions

Double insurance

If you are aware that another insurance also covers the same loss, you must inform Swappie when making your claim, and you must notify each insurer of the others, in accordance with article 1910 of the Civil Code. If you intentionally fail to do so, no benefit is payable. You cannot recover more than the actual loss in total, and the insurers share liability in accordance with that article.

Notices

Notices from Nordic Guarantee or Swappie to you are validly given when sent to the email address you last notified to Swappie. It is your responsibility to keep your contact details up to date with Swappie. Notices from you may be sent to info@swappie.com. Written notice includes email and other durable media.

Amendments

These policy conditions and the premium apply for each period of insurance that has been paid for. Nordic Guarantee may change the conditions or the premium only with effect from the start of a future period of insurance, and only on the following grounds, which are specified here for the purposes of article 33 of the Consumer Code: a change in law or in the decisions or guidance of authorities, a change in taxes or levies, or a change in the claims experience or the cost of providing the cover. Nordic Guarantee may also make minor changes that do not affect the main content of the cover. You will be notified in writing of any change at least thirty (30) days before it takes effect, stating what is changing and that you may cancel the insurance with effect from the date the change would take effect. If you cancel because of a change, any unearned premium is refunded to you in full. Changes that are wholly in your favour may take effect immediately.

Governing law

This insurance is governed by Italian law. Nordic Guarantee is established in Sweden and provides this insurance in Italy on a cross-border basis, but that does not affect your position as a consumer resident in Italy: Italian law applies as the law of the Member State in which the risk is situated, in accordance with article 180 of the Private Insurance Code, and the mandatory provisions of Italian law that protect you continue to apply.

To the extent these conditions conflict with mandatory provisions protecting you as a consumer, in particular under the Civil Code, the Private Insurance Code and the Consumer Code, those mandatory provisions prevail. Under article 59-bis, sixth paragraph, of the Consumer Code, the protections applying to distance financial services contracts apply to you even if another law were chosen to govern the contract.

The distribution of this insurance is subject to the provisions of the Private Insurance Code and of IVASS Regulation no. 40 of 2 August 2018 that apply to insurance distribution in Italy and, as regards Keyhole ApS, to the conduct rules applied by Finanstilsynet as its home Member State authority.

15. Data protection

Keyhole ApS and Swappie Oy process your personal data as joint controllers in connection with the distribution and administration of this insurance and the handling of claims. Nordic Guarantee Försäkrings AB and Keyhole ApS are separately joint controllers of personal data processed in connection with the offering and administration of this insurance, the handling and settlement of claims, salvage of returned devices, complaints handling, fraud prevention, and product oversight and governance, in their roles as insurer and intermediary.

Details of how your data is processed, including the purposes, legal basis, retention periods, and your rights, are set out in the Swappie Care privacy notice at swappie.com/it/swappie-care. You may also request a copy of the privacy notice by contacting Swappie at info@swappie.com.

You may exercise your rights under the GDPR, including rights of access, rectification, erasure, restriction, objection, and data portability, by contacting Swappie at info@swappie.com. You may also lodge a complaint with the Italian Data Protection Authority (Garante per la protezione dei dati personali, Piazza Venezia 11, 00187 Roma, www.garanteprivacy.it), or with the Danish Datatilsynet (www.datatilsynet.dk) as the authority supervising Keyhole ApS.

16. Complaints and dispute resolution

Complaints

If you are dissatisfied with a claims decision or with the handling of your insurance, contact Swappie customer service first at info@swappie.com, providing your policy reference and the reason for your complaint. Swappie is your first point of contact and answers in Italian. Swappie will acknowledge your complaint and resolve it where it can. Complaints relating to the insurance itself - including claims decisions, cover, the policy conditions or the voucher value - are handled by Keyhole ApS as the responsible insurance intermediary, on behalf of Nordic Guarantee Försäkrings AB as insurer, to which Swappie will escalate your complaint. Complaints that, under the procedures agreed between them, require the involvement of Nordic Guarantee are escalated to Nordic Guarantee and handled jointly with it. You may also submit your complaint directly to Nordic Guarantee Försäkrings AB at complaints@nordg.com or by post to Nordic Guarantee, Kista Science Tower, 164 51 Kista, Sweden. We aim to respond within 14 days of receipt of your complaint by Swappie or Nordic Guarantee, and you will in any event receive a response no later than 45 days after receipt, which is the maximum period allowed by Italian law.

External bodies

If you are not satisfied with the outcome of the complaints procedure, or if you have had no response within 45 days, you may take the matter further as set out below. Please note that if you wish to bring a complaint against both Nordic Guarantee and Keyhole ApS, you must have complained to each of them separately first.

You may complain to IVASS, the Italian insurance supervisory authority, at IVASS - Servizio Tutela del Consumatore, Via del Quirinale 21, 00187 Roma, by certified email to tutela.consumatore@pec.ivass.it or by email to email@ivass.it, using the complaint form published at www.ivass.it. You should enclose a copy of your complaint to us and any reply. IVASS supervises the conduct of insurance business and insurance distribution in

Italy and will tell you the outcome of its enquiries, but it is not a dispute resolution body and cannot make a binding decision in your individual dispute.

You may also refer the dispute to the Arbitro Assicurativo, the Italian out-of-court dispute resolution body for insurance established by decreto del Ministro delle imprese e del made in Italy 6 novembre 2024, n. 215. Applications are made online at adr.arbitroassicurativo.org, and the rules on eligibility are published at www.arbitroassicurativo.org. You must have complained to us first. The application must be made within twelve (12) months of your complaint to us, and the Arbitro does not examine conduct that occurred, or became known to you, more than three years before your complaint. For non-life insurance of this kind the claim must not exceed twenty-five thousand euro (EUR 25,000). A fee of twenty euro (EUR 20) is payable by you and is refunded if your application succeeds. You do not need a lawyer. The Arbitro decides on the documents alone. Both Nordic Guarantee Försäkrings AB and Keyhole ApS participate in the Arbitro Assicurativo. Referring a dispute to the Arbitro does not prevent you from going to court.

The European Consumer Centre Italy (Centro Europeo Consumatori Italia, www.ecc-netitalia.it) can help you free of charge to bring a complaint against a business in another EU country, and the European Commission's Consumer Redress in the EU site (consumer-redress.ec.europa.eu) lists the approved dispute resolution bodies in each country. Nordic Guarantee Försäkrings AB is supervised by Finansinspektionen, Box 7821, SE-103 97 Stockholm, www.fi.se, and Keyhole ApS is supervised by Finanstilsynet, Strandgade 29, DK-1401 Copenhagen K, www.finanstilsynet.dk, as their home Member State authorities. Neither authority is a dispute resolution body and neither can make a binding decision in your individual dispute.

Disputes that cannot be resolved through the above procedures may be brought before an Italian court. As a consumer you may bring proceedings against Nordic Guarantee before the court for the place where you are domiciled, and proceedings against you may be brought only in the courts of the country in which you are domiciled (Articles 11 and 14 of Regulation (EU) No 1215/2012). An application to the Arbitro Assicurativo satisfies the requirement to attempt mediation before bringing court proceedings, in accordance with article 187.1 of the Private Insurance Code.

End of policy conditions