



GREENVAL INSURANCE
BNP PARIBAS GROUP

GREENVAL INSURANCE DAC

**MOTOR OWN DAMAGE
GENERAL INSURANCE CONDITIONS**



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General Insurance Conditions



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Useful telephone numbers:

Customer Service & Claims Helpline: +421 (0)2 57 80 00

Call this 24-hour number if you need to report a claim on your policy.



Section 1 – General Conditions (including Policy Summary)

1.1 The Insurer

The Insurer is Greenval Insurance DAC (“**Greenval**” or “**us**” or “**we**” or the “**Insurer**”). Greenval is a private limited company registered in the Republic of Ireland, its registration number is 432783 and its registered office is at Second Floor, The Anchorage, 17-19 Sir John Rogerson’s Quay, Dublin 2, D02 DT18, Ireland. We are authorised and regulated by the Central Bank of Ireland (registration number: C45741) and operate in Slovakia under the freedom to provide services pursuant to the EU passporting regime, having duly notified the National Bank of Slovakia (the “**NBS**”).

1.2 The Policy

The Policy consists of (following documents):

- The Insurance Contract;
- The General Insurance Condition (the “**Policy Conditions**”):
 - Section 1 General Conditions (including Policy Summary)
 - Section 2 Policy Definitions;
 - Section 3 Insurance Coverage and Subject of the Insurance;
 - Section 4 Premium and Sum Insured;
 - Section 5 Indemnity and Exclusions from Indemnity;
 - Section 6 Supplementary Covers;
 - Section 7 Repair Costs;
 - Section 8 Obligations of the Contracting Parties;
 - Section 9 Amendment and Termination of the Insurance;
 - Section 10 Data Protection;
 - Section 11 Final Provisions.

The Motor Own Damage insurance for natural or legal persons (the “**insurance**”) is arranged by Greenval Insurance DAC.

1.3 Please read the Policy

It is important that the Policyholder reads the Policy to ensure that the Policyholder understands it and that it meets their requirements.

1.4 The Policyholder, the Insured Party, the Territory and the Insurance Period

1.4.1 The Policyholder is the person who has concluded the Insurance Contract with the Insurer.

1.4.2 The Insured Party is the person whose property is covered by the insurance, unless these Policy Conditions or the Insurance Contract stipulate otherwise.

1.4.3 The Territory refers to the geographical territory of Europe, excluding Russia, Belarus and Ukraine, unless otherwise agreed. In the Insurance Contracts it is possible to arrange insurance for another territory; in such a case, the Premium shall be agreed on the basis of the scope of insurance coverage, the period of validity of the insurance and the assessment of the insurance risk in such territory.

1.4.4 The Insurance period is the period of time agreed in the Insurance Contract for which the Premium is paid at specified intervals, unless otherwise agreed. The Insurance period shall be one (1) month, unless otherwise agreed.



- 1.4.5** The Insurance Contract commences at the moment of its signing by the contracting parties. The insurance shall commence at the moment of conclusion of the Insurance Contract, unless a later start of the insurance is agreed in the Insurance Contract.
- 1.4.6** In the Insurance Contract it is also possible to agree on the moment when the Insurer inspects the vehicle. In such a case, the insurance will start at the moment the Insurer inspects the vehicle.
- 1.4.7** Unless otherwise agreed, the insurance is concluded for an indefinite period.
- 1.4.8** The insurance may be extended by agreement between the Insurer and the Policyholder through supplementary insurance as defined in Section 6 below. The supplementary insurance shall commence on the date of conclusion of such an agreement, unless a later start of the supplementary insurance is agreed.

1.5 Insured event

An insured event is any unforeseen and accidental loss event that is subject to the Insurer's obligation to provide insurance indemnity under these Policy Conditions, unless otherwise agreed in the Insurance Contract.

1.6 Notification obligation

The Policyholder is obliged to inform the Insurer in writing of any changes to the insurance to the extent specified in the Insurance Contract, or the subject of insurance, no later than five (5) working days from the date such change occurs.

The changes include but are not limited to:

- There is a change in the leasing and/or management contract with the Lessee including if this leasing and/or management contract expires or terminates for any reason;
- The Policyholder sells a vehicle, changes a vehicle or a vehicle's registration number or gets another vehicle;
- The Policyholder changes its address;
- A vehicle is modified or changed in a way that deviates from the manufacturer's original specification and/or no longer meets the definition of a vehicle set out in Section 2 below;
- The Policyholder and/or the Lessee want to add a Driver falling outside the Greenval Drivers Acceptance Criteria (Acceptance Criteria specify that a Driver is any person permitted by the Policyholder to drive its vehicle and who is legally qualified to drive the insured vehicle, with a valid Slovakian/EU driving licence and has not had their her licence suspended or has been disqualified from driving for any offence or who is not permitted to drive the vehicle on medical grounds);
- There is a change in the purpose for which a vehicle is used;
- There is a change in estimated annual mileage provided by the Policyholder for the vehicles;
- A Driver ceases to comply with the requirement to hold a valid Slovak or EU driving licence and to be legally qualified to drive the vehicle;
- If any vehicle will be driven or based outside Slovakia for a period greater than one (1) month.

This list is not exhaustive and if the Policyholder is unsure about whether to notify the Insurer about something, please contact Greenval.



1.7 Premium

- 1.7.1 The amount of the Premium is agreed in the Insurance Contract.
- 1.7.2 The Premium shall be determined and collected by Greenval from the Policyholder in accordance with Section 4.1 and 4.2 of these Policy Conditions.
- 1.7.3 The Insurer reserves the right to modify the Premium in accordance with Section 4.2 of these Policy Conditions.
- 1.7.4 Where the Policyholder does not pay the Premium, the insurance shall expire pursuant to Section 9.12 of these Policy Conditions.

1.8 Sum insured

- 1.8.1 The sum insured of the insured vehicle shall be determined in accordance with Section 4.3 of these Policy Conditions.

1.9 Compliance with the Policy and the law

- 1.9.1 The Policyholder undertakes, for the duration of the Insurance period, to comply with all provisions of these Policy Conditions and the Insurance Contract, as well as with all applicable laws and regulatory requirements, including Civil Code, Commercial Code, GDPR Regulation and all regulations relating to the operation and use of the vehicles. The Policyholder further undertakes not to engage in any act or omission that would cause the Insurer to breach the terms of its authorization, any applicable law, or any regulatory requirement.
- 1.9.2 The Insurer has the right to verify the truthfulness and completeness of the data necessary for the calculation of the Premium and indemnity and to use the collected data for the purposes of insurance management and claims settlement.

1.10 Loss participation

- 1.10.1 Unless otherwise agreed, the insurance is concluded with loss participation, the extent of which is stipulated in the Insurance Contract.
- 1.10.2 The agreed loss participation shall be deducted from the insurance indemnity for each individual insured event, except in the cases referred to in subsection 1.10.5 hereinbelow.
- 1.10.3 If one insured event is reported, but it is clear from the nature of the damage to the insured vehicle that there are several insured events, the Insurer shall deduct the loss participation from each of them.
- 1.10.4 The Indemnity shall not be provided for an insured event in which the amount of the damage is less than the agreed loss participation, except in the cases referred to in subsection 1.10.5 hereinbelow.
- 1.10.5 The loss participation shall not be deducted from the Indemnity in the case of:
 - a) damage or destruction of the vehicle as a result of an accident, if such damage or destruction of the vehicle is covered by the system of mandatory liability insurance for damage caused by the operation of a motor vehicle, and it is also the case that the Policyholder, the Insured party or the beneficiary does not accept liability for damage or destruction, even partially, of the insured vehicle,
 - b) repair of the windscreen of the insured vehicle if the windscreen of the insured vehicle has been mechanically damaged by any accidental event which is not excluded by these Policy Conditions, and if such damage can be remedied by repairing the windscreen of the insured vehicle without causing any other damage to the insured vehicle.



1.11 Claims

Any claim made by the Policyholder under the Insurance Contract must relate to an insured event that occurred within the Insurance period and within the Territory.

1.12 Complaints

An enquiry or complaint about the terms of this Policy may be made to the Insurer at the address of the Insurer specified in the Insurance Contract for the attention of the Complaints Manager at Greenval.

1.13 No claims discount

The no claims discount is not applicable under the terms of these Policy Conditions.

1.14 Vehicles

The Policy covers any vehicles as defined below subject to the terms, limitations, conditions and exclusions stated in these Policy Conditions and the Insurance Contract.

1.15 Governing law

The Policy shall be governed by the laws of the Slovak Republic. Any disputes arising out of or in connection with the Policy shall be subject to the jurisdiction of the competent courts of the Slovak Republic.

1.16 Term and termination

The Term of the Insurance Contract is applicable during the periods detailed at subsections 1.4.5 to 1.4.8 of these Policy Conditions and subject to the rights of termination detailed in Section 9 below.

1.17 Conflict and legal relations

1.17.1 In the event of any conflict between the terms of the Insurance Contract and the Policy Conditions, the provisions of the Insurance Contract shall apply to the extent of any conflict.

1.17.2 The terms and conditions set out in the Insurance Contract and Policy Conditions applicable to the Policyholder shall apply to the Insured Party as well as to all beneficiaries *mutatis mutandis*. The Policyholder's duty is to acquaint the Insured Party and the beneficiaries with the Insurance Contract and the Policy Conditions.

1.17.3 Exercising the rights arising from the Insurance Contract is the sole responsibility of the Policyholder, unless otherwise specified in these Policy Conditions or otherwise agreed.

1.17.4 The rights to insurance indemnity may not be transferred to another person without the Insurer's consent until the end of the investigation into the loss event.

1.17.5 Legal acts of a legal entity may only be performed by a person authorised to act on its behalf or by a proxy. A person who presents a vehicle owned by a legal entity for inspection shall be deemed to have authority to act on behalf of the legal entity in connection with such inspection.



Section 2 – Policy Definitions

Terms defined below shall have the same meaning whenever used in these Policy Conditions and the Insurance Contract itself.

- a) **Accident:** an impact or collision of a vehicle, where an impact is the meeting of a vehicle with a stationary obstacle and a collision is the meeting of a vehicle with a moving object.
- b) **Act on Insurance:** Slovak Act No. 39/2015 Coll. on Insurance as amended.
- c) **Act on Offences:** Act No. 372/1990 Coll. on Offences as amended.
- d) **Additional equipment:** accessories and add-ons specified in the Insurance Contract with which the vehicle may be equipped (in or attached thereto) in addition to the mandatory and standard equipment, whilst its use in the vehicle is not compulsory.
- e) **Affiliate:** any person or entity that directly or indirectly controls, is controlled by, or is under common control with, the Insurer.
- f) **Assignment of indemnification:** tying the indemnity in favour of a third party, which arises from the issuance of a confirmation of the establishment of pledging of indemnification.
- g) **Avalanche:** a shift in the snow or ice layer from natural slopes.
- h) **Average sales value of the vehicle:** average value of the vehicle in the Slovak Republic in the domestic currency, in which the impact of the market (marketability of the vehicle type) is included in addition to wear and tear. It expresses the average value of the vehicle when sold in the normal way on the free market.
- i) **Civil Code:** Slovak Act No. 40/1964 Coll. Civil Code as amended.
- j) **Criminal Code:** Act No. 300/2005 Coll. Criminal Code as amended.
- k) **Commercial Code:** Slovak Act No. 513/1991 Coll. Commercial Code as amended.
- l) **Loss event:** a fact accompanied by the occurrence of damage which may give rise to the right to indemnity by the Insurer.
- m) **Driver:** the Lessee, any employee of the Lessee, the spouse or civil partner of any such Driver, or any other person authorised by the Policyholder, the insured party or persons authorised thereby to drive the insured vehicle, provided that such person holds a valid Slovak or EU driving licence and is legally qualified to drive the vehicle.
- n) **Earthquake:** shaking of the ground caused by geophysical processes within the Earth, the effects of which reach at least level 6 on the macroseismic earthquake scale EMS-98 (European Macroseismic Scale) at the place of the insured event.
- o) **Explosion:** a sudden destructive manifestation of compressive force consisting of the expansion of gases or vapours. An explosion of a pressure vessel containing compressed gas or vapor is deemed to have occurred if the vessel walls rupture to such an extent that a sudden equalization of pressure between the inside and outside of the vessel takes place. An explosion does not include detonations occurring within an engine combustion chamber or a sonic boom.
- p) **Fall of an object:** fall of trees, masts or other objects that has characteristics of free fall caused by gravity. A fall is not considered a fall of trees, masts or other objects caused by any human activity.
- q) **Financial agent:** a person who carries out financial intermediation on the basis of a written contract with an insurer or a written contract with an independent financial agent in a contractual relationship with an insurer.
- r) **Fire:** a fire in the form of a flame that has spread in an undesirable and uncontrolled manner outside the intended focal point, or has left such a focal point. The effects of smoke suddenly released as a result of failure of the insured item are not considered to be a fire.
- s) **Flood:** the flooding of land areas by water which has naturally overflowed the banks of surface water bodies, or which has broken such banks. Where a watercourse is enclosed, the bank is considered to be the embankment of the watercourse. A flood does not include the flooding of a territory caused by the controlled discharge of water from watercourses or reservoirs.



- t) **Flooding:** creation of a continuous water surface on the earth's surface that has been standing or flowing at the place of the insured event for some time, the creation of which was caused by natural influences.
- u) **General value:** the value of the insured item at a given place and time, determined by taking into account not only wear and tear or other depreciation, but also market influences (marketability). It represents the value of the insured item as if it were to be sold in the usual manner on the open market immediately before the insured event.
- v) **Hail:** a phenomenon whereby pieces of ice created in the atmosphere collide with the insured item.
- w) **Historic vehicle:** a vehicle holding a valid historic vehicle license issued by the competent national authority of FIVA (International federation of ancient vehicles).
- x) **Individually imported vehicle:** a vehicle which has been individually imported into the Slovak Republic and whose type approval or individual vehicle approval has been recognized or granted by a competent district authority.
- y) **Insurance anniversary:** a day which, with its day and month number designation, coincides with the date of commencement of the insurance. If the insurance commences on 29.2., the insurance anniversary date in non-leap years is 28.2.
- z) **Insurance period:** the period of time agreed in the Insurance Contract for which the Premium is paid at specified intervals, unless otherwise agreed.
- aa) **Insurance year:** the period starting at the moment of commencement of insurance and ending on the day before the next following insurance anniversary date. Each additional insurance year shall begin on the insurance anniversary date and end on the day before the next following insurance anniversary date.
- bb) **Insured item:** an item which is subject of insurance within the meaning of Sections 3.2, 3.3, 3.5 and 3.6 of these Policy Conditions.
- cc) **Insured value:** the value of the new insured item.
- dd) **Landslide:** a sudden displacement or collapse of soil, earth, or rocks caused by natural forces.
- ee) **Lessee:** a person who has entered into a vehicle lease agreement with the Policyholder.
- ff) **Lightning strike:** immediate effect of the energy emitted by lightning or the temperature of its discharge on the insured item.
- gg) **Mains water:** water, other liquid or steam escaped from the usual area due to faulty operation or failure.
- hh) **Mandatory vehicle equipment:** devices and aids with which individual types and categories of vehicles must be equipped according to generally binding legal regulations. Individual items of mandatory equipment are insured to the extent and up to the sum insured agreed in the Insurance Contract.
- ii) **New vehicle:** a vehicle which on signing the Insurance Contract meets all of the following conditions:
- it is to be or has been purchased as new from an authorised dealer in the Slovak Republic,
 - it is located in the dealer's premises, if it has already been purchased, it has not yet been removed from the dealer's premises by the vehicle holder, has not yet been registered in the Slovak Republic or abroad,
 - it is undamaged,
 - it has a maximum mileage of 50 kilometres.
- A dealer demonstration vehicle is not considered to be a new vehicle.
- jj) **Original spare parts:** spare parts having the same quality as the components used in the manufacture of the vehicle and manufactured according to the specifications and manufacturing standards provided by the vehicle manufacturer for the production of components or spare parts for the vehicle in question. This includes parts or equipment which are manufactured on the same production line as these parts or equipment. It is presumed, unless the contrary is proven, that parts or equipment constitute original spare parts or equipment if the manufacturer certifies that the parts or equipment match the quality of the components used for the assembly of the vehicle in question and have been manufactured in accordance with the specifications and production standards of the vehicle manufacturer.



- kk) Person authorised by the Insurer:** an employee of the Insurer, financial agent or other person acting on behalf of the Insurer on the basis of a written mandate.
- ll) Personal data:** personal data as defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “**GDPR Regulation**”).
- mm) Price list of used vehicles:** a price list containing average sales values of used vehicles in the domestic currency, issued by an entity engaged in research of the automotive consumer market in the Slovak Republic.
- nn) Primary insurance:** vehicle insurance according to Section 3.1 of these Policy Conditions.
- oo) Riots:** civil war, uprising, civil unrest of an extent equal to popular uprising, military rebellion, revolt, insurrection, rebellion, revolution, martial law or state of siege or any event or cause leading to the declaration or maintenance of martial law or state of siege, confiscation, seizure for military purposes, requisition or nationalisation.
- pp) Robbery:** seizure of an insured item by use of violence or threat of immediate violence.
- qq) Sports vehicle:** a vehicle holding a valid sports vehicle license issued by the competent national body of the FIA or the national body of the FIM.
- rr) Standard vehicle equipment:** accessories and add-ons supplied by the manufacturer for a particular vehicle type and model at the basic price of the vehicle in the year of manufacture; if the year of manufacture is unknown, the model year of the vehicle shall be considered as the year of manufacture.
- ss) Sum insured:** the amount determined as the highest limit of the Insurer’s indemnity.
- tt) Technical value:** the remainder of the technical useful life of the insured item expressed in monetary terms (in domestic currency).
- uu) Terrorist act:** an act, including the use of force or violence, of any person, group or groups of people acting alone, on behalf of or in connection with any organisation, for political, religious or ideological reasons, including intent to influence any government power or intimidate the public.
- vv) Theft:** intentional unlawful conduct consisting of robbery, theft, unauthorised use of a third party’s vehicle or attempted completion of any of the above acts.
- ww) Damage to another person’s property:** destruction, damage or rendering another person’s property unusable.
- xx) Total damage:** such damage in which the cost of repairing the insured vehicle according to the manufacturer’s standards reaches 70 % of the general value of the vehicle, including the accessories making up its compulsory, standard and additional equipment.
- yy) Unauthorised use of a third party’s vehicle:** taking possession of a vehicle with the intention of using it temporarily.
- zz) Underinsurance:** determination of a lower sum insured than the insured value of the insured item at the time the insurance was taken out.
- aaa) Vehicle:** a self-propelled non-rail vehicle with its own motor, as well as another non-rail vehicle without its own motor, for which a vehicle registration certificate is issued and subject to vehicle registration in the Slovak Republic, unless otherwise agreed. A trailer is any non-rail road vehicle intended to be coupled to a motor vehicle.
- bbb) Vehicle age:** the period of operation of the insured vehicle in whole years which have elapsed since the year of manufacture of the insured vehicle to the date of commencement of the primary insurance.
- ccc) Vehicle holder:** a natural person, a natural person authorised to conduct business or a legal entity who is registered as the vehicle holder in the vehicle documents; in other cases, for the purposes of these Policy Conditions, the holder is considered to be the owner or the user of the vehicle.
- ddd) Vehicle inspection:** actions by the Insurer to ascertain the true technical condition of the vehicle, consisting of a physical inspection and checking of the vehicle identification data and the production of photographic documentation.
- eee) Vehicle registration certificate:** registration certificate part I, registration certificate part II, or another valid document certifying the vehicle’s registration in the vehicle register of the Slovak Republic.



- fff) War events:** war, invasion, acts of foreign enemy, hostilities or war-like operations, whether or not war has been declared.
- ggg) Water backflow:** water discharged from the public sewage pipeline.
- hhh) Water mains installations:** a pipe or equipment supplying or draining water, steam or other liquid. Roof gutters and free-flowing external downpipes draining off precipitation created in the atmosphere and falling to the ground (e.g. rain, snow) are not considered to be water mains installations.
- iii) Wind storm:** flow of air at the place of the insured event with a minimum windspeed of 75 km/h.
- jjj) Windscreen repair:** a summary of the actions taken to remove the consequences of mechanical damage to the windscreen of an insured vehicle resulting in the restoration of its proper function as defined by generally binding legal regulations, without the need for its physical replacement.

Section 3 – Insurance Coverage and Subject of the Insurance

3.1 The insurance coverage includes primary vehicle insurance for the following risks:

- damage or destruction of the vehicle as a result of an accident,
- damage or destruction of the vehicle as a result of a natural disaster, i.e. due to:
 - o storm, hail,
 - o lightning strike, landslide,
 - o avalanche, falling objects,
 - o fire, explosion
 - o floods, flooding,
 - o earthquake,
- damage or destruction of the vehicle by water from the main water system,
- damage or destruction of the vehicle as a result of water backflow,
- damage or destruction of the vehicle by the action of rodents,
- mechanical damage to the windscreen of the vehicle by any accidental event not excluded in these Policy Conditions, and such damage may be remedied by repairing the windscreen of the insured vehicle without causing any other damage to the vehicle,
- damage to another person's property in accordance with the relevant provisions of the Criminal Code or Act on Offences (vandalism),
- theft of part of the vehicle,
- theft of the whole vehicle.

3.2 The subject of the vehicle insurance is the vehicle specified in the Insurance Contract, its parts and accessories making up its mandatory and standard equipment, if they are stored in or mounted on or attached there (the “**insured vehicle**”).

3.3 The subject of vehicle insurance according to Section 3.2 also consists of additional equipment of the insured vehicle (namely its elements with sums insured in the Insurance Contract) if it is stored in or on the insured vehicle at the time of the insured event.

3.4 The vehicle may only be insured if it is issued with a valid Slovak proof of registration and the Slovak vehicle registration number, and also if it is undamaged and in good technical condition. Unless otherwise agreed, insurance under these Policy Conditions cannot be taken out for a historic or sports vehicle.

3.5 The subject of luggage insurance cover within the meaning of Section 6.1 below is the luggage of persons transported in the insured vehicle, including the driver. Luggage shall mean the personal effects of a person travelling in an insured vehicle, which they have taken with them during the journey and which are customary for the purpose of the journey.

3.6 The subject of windscreen insurance cover within the meaning of Section 6.5 below is a windscreen of a passenger car (category M1) or a light commercial vehicle (category N1) with a maximum permissible gross weight not exceeding 3 500 kg specified in the Insurance Contract.



Section 4 – Premium and Sum Insured

4.1 Premium

- 4.1.1 The Premium is payable on the first day of the Insurance period, unless otherwise agreed.
- 4.1.2 In the case of insurance entered into for a definite period, the Premium is payable at the same time for the entire Insurance period (one-off premium) or can be paid as a regular premium. One-off premiums are payable on the day the Insurance Contract is concluded, unless otherwise agreed.
- 4.1.3 The Insurer has the right to the Premium for the period until the termination of the insurance; the Insurer shall return any unused Premium to the Policyholder.
- 4.1.4 If the vehicle is operated for a different type of use than that stipulated in the Insurance Contract, the Insurer is entitled, in addition to the agreed Premium, to a contractual penalty of four times the Premium for normal use from the day on which the Insurer ascertains that there is a different vehicle usage to that which was agreed, until the end of the insurance or until the date of change in the amount of the Premium in the Insurance Contract according to the identified type of use of the vehicle, whichever comes first.

4.2 Premium modification

- 4.2.1 In connection with a change in the conditions determining the amount of the Premium, the Insurer has the right to unilaterally adjust the amount of the Premium for the next insurance year. The Insurer shall be entitled to adjust the amount of the Premium if the prices of spare parts and repair work or the consumer price index increase with an impact on the increase in claims, a change in the legislation affecting the insurance sector, a change in the decision-making practice of the courts in the insurance field, or there is a change in factors independent of the Insurer affecting the sufficiency of premiums under Act on Insurance. If the Insurer increases the Premium for the next insurance year and the Policyholder notifies the Insurer in writing by the end of the insurance year that he does not agree to the increase of the Premium for the next insurance year, the insurance expires at the end of the insurance year in which the Premium was changed. If the Insurer reduces the Premium for the next insurance year and the Policyholder pays the original Premium for the first insurance period of the next insurance year, the Insurer will refund the overpayment to the Policyholder.

4.3 Sum insured

- 4.3.1 The sum insured of the insured vehicle is determined by the highest possible amount of indemnity from a single insured event covered by the vehicle insurance. If the sum insured of the vehicle is not determined by the Policyholder in the Insurance Contract, it is assumed that the maximum amount of the Insurer's indemnity for a single insured event covered by the vehicle insurance is EUR 150,000.
- 4.3.2 If the insured sum of the vehicle was determined by the Policyholder in the Insurance Contract, it must correspond to the insured value of the vehicle.
- 4.3.3 The sum insured for additional equipment of the insured vehicle is determined by the Policyholder in the Insurance Contract, which represents a part of the sum insured of the insured vehicle. The sum insured for additional equipment determined by the Policyholder in the insurance contract represents the price of additional equipment including VAT at the time of concluding the Insurance Contract, unless the Insurance Contract indicates "Vehicle price excluding VAT". If the Insurance Contract indicates "Vehicle price excluding VAT", the sum insured for additional equipment determined by the Policyholder in the Insurance Contract represents the price of additional equipment excluding VAT at the time of concluding the Insurance Contract.



- 4.3.4** Additional insurance for the windscreen of the insured vehicle is agreed for the sum insured specified in the Insurance Contract.
- 4.3.5** Additional luggage insurance is agreed for the sum insured specified in the Insurance Contract. The sum insured is the limit of payment for a single insured event for the luggage of all persons travelling in the vehicle.

Section 5 – Indemnity and Exclusions from Indemnity

5.1 Indemnity

- 5.1.1** If the obligation to pay arises, the Insurer is obliged to pay the indemnity determined pursuant to these Policy Conditions and conditions agreed in the Insurance Contract to the Policyholder, unless stipulated otherwise herein or otherwise agreed. The applicable legal regulations governing value added tax shall apply to the insurance indemnity.
- 5.1.2** The indemnity is payable within fifteen (15) days after the completion of the investigation by the Insurer necessary to ascertain the extent of its obligation to indemnify. If the damage investigation cannot be completed within one (1) month after the Insurer became aware of the insured event, the Insurer shall, if the basis of claim for indemnity is undisputed, provide a reasonable advance payment upon written request.
- 5.1.3** Insurance indemnity is payable in the Slovak Republic in euro currency, unless otherwise agreed.
- 5.1.4** The Insurer shall deduct from the indemnity the agreed deductible, the value of the remainder of the insured item, outstanding insurance premiums, recourse claims or other mutual claims.
- 5.1.5** If the sum insured agreed by the Policyholder in the primary insurance is lower than the insured value of the subject of insurance at the time the insurance is taken out, the subject of insurance is underinsured and the amount of indemnity shall be decreased in proportion to the insured sum to the insured value of the subject of insurance.
- 5.1.6** If the Policyholder or the Insured party or beneficiary has taken measures which, due to the circumstances of the case, could have been deemed necessary to avert an imminent insured event or to mitigate its consequences, the Insurer shall provide indemnity corresponding to the costs effectively incurred for such measures, proportional to the general value of the insured item at the time the insured event occurred. Should such insurance claim, together with other claims from one insured event, exceed the insured sum, the Insurer is obliged to pay the costs only up to the amount of the insurance indemnity difference due to the damage to the insured item and the sum insured.
- 5.1.7** The Insurer is obliged to provide indemnity corresponding to the costs that could be considered necessary for reasons of safety, hygiene or other public interest in order to clean up the remnants of the insured vehicle which has been destroyed or damaged by an insured event. This does not apply in the case of third party claims against the Policyholder or the Insured party. Should such insurance claim, together with other claims from one insured event, exceed the insured sum, the Insurer is obliged to pay the costs only up to the amount of the insurance indemnity difference due to the damage to the insured vehicle and the sum insured.
- 5.1.8** The Insurer is entitled to freeze the payment of the indemnity from the vehicle insurance to fulfil the obligations laid down in subsection 8.1.1 paragraph s) and subsection 8.1.3 of these Policy Conditions.
- 5.1.9** If the subject of insurance is insured for the same purpose by several insurers and if the total of insured sums exceeds the insurance value of the object of insurance or if the total of sums that insurers would be obliged to pay from the same insured event, the Insurer is obliged to provide the value of the subject of insurance or the agreed insured sum only in



proportion to the amount that it would be required to pay under its insurance policy to the sums that all insurers would be required to pay in total.

- 5.1.10** The Insurer shall reimburse the costs of determining the cause and extent of damage to the insured item by expert examination only if the expert is appointed at the request of the Insurer.
- 5.1.11** Impairment or appreciation of the insured item by repair, its usual maintenance or treatment is not subject to the insurance indemnity and therefore it is not taken into account in the calculation of the indemnity. The Insurer shall also not compensate for any material damage caused by normal or ordinary wear and tear of the insured item.
- 5.1.12** Unless otherwise agreed, in the event of damage, destruction and theft of a part of the insured vehicle, the indemnity shall consist of reasonably incurred repair costs in accordance with Section 7.1 of these Policy Conditions. The Insurer shall pay the costs of repairing damaged tyres and wheels according to the provisions of subsection 5.3.4 paragraph a) of these Policy Conditions. The applicable legal regulations governing value added tax shall apply to the insurance indemnity.
- 5.1.13** In the event of total damage to the insured vehicle or its theft, the general value is indemnified.
- 5.1.14** If the Insurer ascertains out that the indemnity was wrongly paid, the Insurer is entitled to demand the indemnity from the person to whom the indemnity was paid. The person to whom the indemnity was unduly paid is obliged to return the indemnity paid no later than thirty (30) days from the date of receipt of the Insurer's request for its return.
- 5.1.15** Insurance indemnity may be assigned in favour of a third party by negotiation in the Insurance Contract or by a special contract, with the exception of supplementary luggage insurance.

5.2 Reduction and refusal of indemnity

- 5.2.1** The Insurer is entitled to reduce the indemnity accordingly:
 - a) in the event of a breach of the Policyholder's obligation to report an insured event to the Insurer pursuant to Section 8.1.1 paragraph i) of these Policy Conditions,
 - b) in the event of a breach of the Policyholder's obligation to ensure the transfer of their right to third party compensation to the Insurer,
 - c) if, based on a false or incomplete answer, a lower Premium has been determined,
 - d) if the Policyholder or the Insured party or the beneficiary has committed a deliberate breach of the obligations laid down in the Commercial Code, generally binding legal regulations, these Policy Conditions, or obligations agreed in the Insurance Contract, which had a significant impact on the occurrence of the insured event or on an increase of the extent of the consequences of the insured event,
 - e) if the Policyholder or the Insured party or beneficiary was driving the vehicle specified in the Insurance Contract at the time of the insured event under the influence of alcohol or addictive substances or has unreasonably refused to undergo a test or examination for the consumption of alcoholic beverages or addictive substances,
 - f) if the Policyholder or the Insured party or beneficiary has driven the vehicle referred to in the Insurance Contract under the influence of medications that prohibit driving; this also includes any medical prohibition or temporary incapacity to drive imposed for a certain period,
 - g) for keeping the vehicle registration document in the event of the theft of the vehicle,
 - h) if the insured item has been damaged or destroyed because it has not been maintained in the proper technical and manufacturer-prescribed condition (e.g. poor braking effect, axle deformation, tyre tread pattern, damage to suspension and shock absorber damage, apparent fuel and oil leakage, lighting, obvious damage to the chassis or bodywork, etc.),



- i) if the insured item was damaged or destroyed by incorrectly stored cargo or luggage; incorrectly stored cargo or luggage shall mean a transported object or a set of transported objects which, due to their weight and dimensions, are not adequately secured against movement or which are not in a place intended for that purpose,
- j) if more persons (irrespective of their age) were transported in the vehicle specified in the Insurance Contract at the time of the insured event than the number of seats specified in the vehicle registration document (including the driver's seat); in the case of ambulances, all places for seating and reclining specified in the vehicle registration document shall be included in the number of seats,

5.2.2 The provisions of subsection 5.2.1 paragraphs b), h) and i) of this Section shall not apply where the damage or destruction occurred between the theft of the vehicle and its return.

5.2.3 If, during the course of the primary insurance, another key or control has been made for the insured vehicle and/or the security device, which is provided to the insured vehicle to prevent unauthorised persons from entering the insured vehicle and subsequently manipulating the insured vehicle (the "**security device**"), and the Policyholder or the Insured party or beneficiary has not notified the Insurer before the insured event occurs, the Insurer is entitled to refuse the insurance indemnity.

5.2.4 If the Policyholder or the Insured party or the beneficiary fails to hand over all the originals and copies of the keys to the insured vehicle, keys and controls from security devices and key code labels, in the event of the theft of the insured vehicle, the Insurer is entitled to refuse insurance indemnity, or reduce it accordingly. If it is demonstrated that any of the keys, controls or key code labels handed over does not belong to the stolen vehicle, the Insurer is entitled to refuse insurance indemnity.

5.2.5 If, at the time of the insured event, the insured vehicle was not properly closed and locked and the designated security device with which the insured vehicle is equipped and the device against unauthorised use of the vehicle with which the insured vehicle is equipped with respect to the conditions laid down in generally binding legal regulations governing the conditions of road traffic vehicles on the public highway was not activated, the Insurer is entitled to refuse insurance indemnity, or may reduce the indemnity as appropriate.

5.2.6 The Insurer is entitled to refuse indemnity if the Policyholder or the Insured party or the beneficiary:

- a) provides a false or incomplete statement of essential facts relating to the occurrence and course of the insured event,
- b) provides a false or incomplete statement of facts affecting the conditions of settlement of the insured event, in particular the determination of the amount of the indemnity.

5.2.7 The provisions of this Section are without prejudice to the other rights of the Insurer.

5.3 Exclusions from indemnity

5.3.1 The insurance does not cover damage to the Insured party caused:

- a) by deliberate action by the Policyholder or the Insured party or beneficiary or a person acting on the initiative of one of those persons,
- b) as a result of fraud, embezzlement, coercion, gross coercion, extortion or violation of obligations in the administration of third party property pursuant to the relevant provisions of the Criminal Code, as amended,
- c) to the insured item that was used at the time of the insured event for the criminal activity of the persons referred to in paragraph a) above;
- d) in the event that the driver of the insured vehicle or its passenger (if the passenger is obliged to do so by generally binding legal regulations) at the time of the occurrence of the loss event did not have the appropriate driving license, was subject to suspension from driving or had been banned from driving,



- e) to an insured item which was used for a different type of use than that agreed in the Insurance Contract or for military purposes,
- f) directly or indirectly by insurgency, internal unrest, acts of terror, acts of war, interference by official or state power, force majeure, direct or indirect effects of nuclear energy,
- g) as a result of the theft of all or part of the vehicle by the person to whom the insured vehicle was entrusted.
- h) as a result of an act of suicide or mental disorder of the driver.

5.3.2 The provisions of subsection 5.3.1 paragraphs d) and e) of this Section shall not apply where the damage or destruction occurred between the theft of the vehicle and its return.

5.3.3 Unless agreed otherwise in the Insurance Contract, the insurance also does not apply to damages to the Insured party caused:

- a) in races and competitions of any kind,
- b) during training and preparatory rides for the events referred to in paragraph a) above;
- c) in non-competitive or test rides on race tracks or racing circuits.

5.3.4 The insurance does not cover damage to:

- a) tyres, unless there is any other damage to the insured vehicle for which the Insurer is obliged to provide indemnity;
If only the tyres have been damaged by the unlawful intervention of another person than the Policyholder or the Insured party or the beneficiary, the Insurer shall provide indemnity to the amount of the cost of their repair, up to the maximum of their technical value,
- b) insured item caused by functional stress, natural wear, material fatigue, construction or manufacturing defects,
- c) the insured item when performing repair or maintenance, which arise in direct connection with such work, unless provided otherwise by these Policy Conditions,
- d) the subject of insurance during test drives on the manufacturer's premises or on a test track,
- e) insured items caused by improper operation or maintenance, including but not limited to crude handling, improper gear shifting, lack of fuel or lubricants, engine/gearbox/transfer case/differential overheating, filling the tank with the wrong fuel, sucking in or pushing in water or other liquid to the engine's combustion chamber, pushing or towing the vehicle without running engine, insufficient protection of the vehicle against spontaneous movement, failure to respect the warnings of the vehicle control system),
- f) the insured item caused by an explosion and/or combustion of transported cargo (explosives, highly flammable substances, chemicals, etc.), if the insured vehicle is not intended for the transport of dangerous cargo,
- g) the insured item for which the repairer or contractor is responsible according to generally binding legal regulations or under a contract,
- h) the insured item caused by fire or explosion, if the unauthorised interference of another person is demonstrated; this provision shall not apply to damage to or the destruction of an insured vehicle which, at the time of such a fire or explosion, was within the scope of its effects and the unauthorised intervention was not directed against it,
- i) the insured item caused by the weight of snow,
- j) folding garages and tarpaulins intended to cover parked vehicles,
- k) spare parts, except spare parts belonging to the compulsory equipment of the insured vehicle,
- l) audio, video, data carriers and other media, including recordings made thereon,



- m) computer devices that are not part of the insured vehicle used to operate the insured vehicle,
- n) accessories in the insured vehicle not authorised by the relevant generally binding legal regulations governing the operation of vehicles,
- o) additional equipment in the insured vehicle which is not the subject of the insurance,
- p) an insured item, the cause of which is an event that occurred before the commencement of the insurance, or supplementary insurance,
- q) the insured vehicle caused by driving the vehicle with the driver's/passenger's door, boot or engine bonnet left open,
- r) the insured vehicle caused by microbial action, moulds, fungi, fermentation, internal spoilage or similar in the interior of the vehicle.

5.3.5 The insurance does not apply to damage to the insured item caused by water from the water mains due to:

- a) the performance of pressure tests, repair or maintenance of water mains equipment,
- b) escaping water from roof gutters and downpipes,
- c) leakage from equipment forming part of or accessories in the vehicle.

5.3.6 The provisions of subsection 5.3.4 paragraphs a), d), e), f), h) and i) above shall not apply where the damage or destruction occurred between the theft of the vehicle and its return.

5.3.7 Pursuant to these Policy Conditions, the right to indemnity does not arise due to financial loss for unused fuel that was in the insured vehicle at the time of the insured event, for consequential damages (e.g. lost profits, inability to use the insured vehicle, fuel leakage, etc.) and incidental expenses (legal costs, postage, telephone charges, express surcharges).

5.3.8 Other than the exclusions from indemnity referred to in subsections 5.3.1 to 5.3.7 of this Section, the exclusions provided for in the specific provisions of these Policy Conditions shall also apply to the indemnity, where applicable.

5.4 Remains of the Insured Item

Unless otherwise agreed in writing with the Insurer in advance, the residual value of the insured item will be deducted from the insurance indemnity in the event of total damage.

Section 6 – Supplementary Covers

The following extension of insurance coverage set out in Section 3 may apply where expressly stated to be covered under the Insurance Contract.

Luggage insurance cover

6.1 Extent of the supplementary cover

6.1.1 The Insurer is obliged to pay if:

- a) there is damage, destruction or loss of luggage in the case of an accident involving the insured vehicle,
- b) there is damage, destruction or loss of luggage in the event of a natural disaster affecting the insured vehicle,
- c) there is a theft of luggage from the insured vehicle,
- d) there is a theft of luggage as well as theft of the insured vehicle,

6.1.2 In the event of theft of luggage pursuant to subsection 6.1.1 c) and d) of this Section, the Insurer shall be required to pay only if:



- a) the Policyholder or a person transported in the insured vehicle (including the driver) whose luggage has been stolen from the insured vehicle, is able to prove credibly that there has been a violent intrusion into the insured vehicle and theft of the luggage, and
- b) the luggage was stowed in a locked luggage compartment or in a closed, fixed built-in storage compartment of the insured vehicle so that it cannot be seen from outside, and
- c) the insured vehicle was properly closed and locked, and security devices were activated to prevent unauthorised persons from entering the vehicle with which the insured vehicle is equipped, and subsequent manipulation therewith.

6.1.3 If the robbery of luggage from an insured vehicle is proven, the provisions of subsection 6.1.2 of this Section shall apply as appropriate.

6.1.4 The territorial validity, insurance period and Insurance Contract term are the same as in the existing primary insurance.

6.1.5 The luggage insurance is arranged without loss participation, unless otherwise agreed in the Insurance Contract.

6.2 Indemnity

6.2.1 The indemnity is paid in the amount of the technical value.

6.2.2 The indemnity cannot exceed the actual damage caused by the insured event. The Insurer does not pay for the damage caused by the insured event indirectly (e.g. lost profits).

6.2.3 For all damaged, destroyed, lost or stolen items from the insured vehicle, the Insurer will provide insurance indemnity up to the agreed insured sum.

6.2.4 For one item, the insurer will provide indemnity up to the amount specified in the Insurance Contract.

6.2.5 The Insurer will provide indemnity to the person who was traveling in the insured vehicle and whose luggage is covered by the insured event.

6.2.6 The Insurer is entitled to reduce the indemnity by any compensation for damages paid by a third party liable for the damage resulting from the insured event.

6.3 Exclusions from indemnity

6.3.1 The Insurer shall not pay for damages referred to in Section 5.3 of these Policy Conditions.

6.3.2 In addition, the Insurer shall also not pay for damage caused to the following items:

- a) documents, payment, chip and magnetic cards, travel tickets, air tickets, cash, securities, valuables and keys,
- b) bicycles, motor vehicle trailers (including caravans), sports equipment and gear, windsurf boards, surfboards, diving equipment, dinghies, boats (excluding inflatable boats without motor), other vehicles and their accessories,
- c) skis, snowboards, sleds and their accessories,
- d) goods for professional or occupational purposes,
- e) works of art, antiques and collectibles,
- f) glasses, contact lenses, prostheses of all kinds and other medical devices and materials,
- g) wheelchairs for the disabled, unless they were damaged or destroyed as a result of an accident of the insured vehicle,
- h) accessories and equipment for vehicles (including child safety seats, snow chains, roof racks, etc.) and watercraft,
- i) electronic games and their accessories, including games consoles,



- j) animals and plants,
- k) jewellery and articles of precious metal, stones or pearls,
- l) watches, furs and weapons, including their accessories and ammunition,
- m) photographic and cinematographic apparatus,
- n) computers, mobile telephones, audiovisual apparatus, electronic and optical apparatus and accessories therefor,
- o) perambulators,
- p) medicines, food, tobacco, alcohol and other consumables.

6.3.3 The insurance also does not cover damage to luggage caused by theft or breach of duty in the management of third party property committed by an employee of the Policyholder or the Insured party or beneficiary in the performance of their employment or by another person authorised by the Policyholder to manage the assets.

6.4 Obligations in case of an insured event

6.4.1 In the event of an insured event, the rights and obligations of a person transported in the insured vehicle (including the driver) and whose luggage has been damaged, destroyed, lost or stolen from the insured vehicle apply to the Policyholder *mutatis mutandis*, and they are obliged to comply with the provisions of Section 8.1 of these Policy Conditions.

6.4.2 If the luggage is found before the indemnity has been provided, the person traveling in the insured vehicle and whose luggage has been lost or stolen from the insured vehicle is obliged to take back the found luggage. The Insurer shall reimburse the reasonable cost of repairing such luggage as is necessary to remedy any defects that occurred at the time when such persons were deprived of the opportunity to dispose of the luggage.

6.4.3 If the indemnity was provided before the luggage is found, the person who was traveling in the insured vehicle and whose luggage was lost or stolen from the insured vehicle shall be obliged to take back the found luggage and refund the paid out indemnity to the Insurer less any reasonable repair costs necessary for removal defects that arose at the time when such persons were deprived of the opportunity to dispose of the luggage, no later than thirty (30) days from the date of service of the Insurer's request for reimbursement.

Windscreen insurance cover

6.5 Extent of supplementary cover

6.5.1 This supplementary cover provides insurance coverage in case:

- a) damage or destruction of the windscreen of the insured vehicle by any accidental event not excluded by these Policy Conditions, and at the same time there is no other damage to the insured vehicle,
- b) theft of the entire windscreen of the insured vehicle,
- c) damage to another person's property in accordance with the relevant provisions of the Criminal Code or Act on Offences (vandalism),

6.5.2 The sum insured is determined by the Policyholder in the Insurance Contract.

6.5.3 The windscreen insurance is arranged without loss participation, unless otherwise agreed in the Insurance Contract.

6.5.4 The territorial validity, insurance period, Insurance Contract term and insurance indemnification are the same as in the vehicle's primary insurance.



6.6 Indemnity

- 6.6.1** The costs for the replacement of the windscreen are reasonably incurred and paid out in the form of indemnity in case of damage or destruction of the windscreen of the insured vehicle. Installation costs for sensors for security devices, foil, inscriptions, paintings, other decorations, or other devices installed on the windscreen (e.g. windscreen heating device) or special surface treatment are covered by the insurance only if they have been insured as part of the standard or additional equipment.
- 6.6.2** The agreed sum insured is the maximum amount of indemnity during one Insurance period, i.e. the sum of indemnity paid for the insured windscreen from insured events occurring during one Insurance period may not exceed the insured sum agreed in the Insurance Contract.
- 6.6.3** The applicable legal regulations governing value added tax shall apply to the insurance indemnity.

6.7 Exclusions from indemnity

- 6.7.1** The Insurer shall not pay for damages referred to in Section 5.3 of these Policy Conditions.
- 6.7.2** The subject of the insurance coverage does not include damaged, destroyed or stolen security device sensors, foil, inscriptions, paintings, other decorations, or other devices installed on the windscreen or special surface treatment, unless they are insured as a part of standard or additional equipment.
- 6.7.3** The insurance does not cover costs associated with the replacement of vignettes, emission control stickers, technical inspection stickers, originality checks, emissions labels and the documents relating thereto.
- 6.7.4** Furthermore, the Insurer shall not be liable for damages incurred as a result of damage or defect which the windscreen had before the commencement of the supplementary insurance and which was or could have been known to the Policyholder, the Insured party or the beneficiary, irrespective of whether they were known to the Insurer.

Section 7 – Repair Costs

7.1 Costs of repairing the insured vehicle

- 7.1.1** Repair costs are understood to be the reasonably incurred and reasonable costs of repairing the damaged insured vehicle.
- 7.1.2** After the damaged insured vehicle has been repaired at a repair shop and the accounting document for the repair has been submitted, the Insurer will reimburse the costs incurred for the repair of the damaged insured vehicle related to the given insured event in the amount charged by the repair shop, but not more than:
- a) material costs up to the maximum price of original spare parts and materials set by the vehicle manufacturer/importer and/or the manufacturer/importer of spare parts and materials for the given make and type of insured vehicle that were used in its repair,
 - b) labour costs determined on the basis of time standards and technological procedures supplied by the manufacturer for the given brand and type of insured vehicle and the hourly repair rate charged by the repair shop where the damaged insured vehicle was repaired, but not exceeding the usual hourly rate charged by repair shops with similar technological equipment and within the scope of repair services for the given brand and type of insured vehicle at the place of repair of the damaged insured vehicle in the Slovak Republic, unless otherwise agreed.
- 7.1.3** If there is no authorized repair shop in the Slovak Republic for the given make or type of insured vehicle, after the damaged insured vehicle has been repaired at the repair shop



and an accounting document for the repair related to the given insured event has been submitted, the Insurer will reimburse the costs incurred for the repair of the damaged insured vehicle related to the given insured event in the amount charged by the repair shop, but not more than:

- a) material costs up to the maximum price of original spare parts and materials set by the vehicle manufacturer/importer and/or the manufacturer/importer of spare parts and materials used in the repair of the insured vehicle and charged by the nearest foreign authorized repair shop for the given make and type of insured vehicle,
- b) labour costs determined based on time standards and technological procedures supplied by the manufacturer for the given make and type of insured vehicle and the hourly rate for the repair charged by the nearest foreign authorized repair shop for the given make and type of insured vehicle.

7.1.4 After repairing the damaged windscreen at a repair shop and submitting an accounting document for the repair, the Insurer will reimburse the costs incurred for repairing the windscreen of the insured vehicle in the amount charged by the repair shop, up to a maximum of EUR 100 including VAT, regardless of the number of repaired damages related to the insured event.

7.1.5 If the Policyholder requests in writing to determine the costs of repairing the damaged insured vehicle by budget, the Insurer will pay the costs related to the insured event as follows:

- a) material costs up to the price of replacement parts and materials of appropriate quality; if replacement parts and materials of appropriate quality are not available, the Insurer shall cover material costs up to the price of original replacement parts, applying an 8 % discount, and materials specified by the manufacturer/importer of the vehicle and/or the manufacturer/importer of replacement parts and materials for the given make and type of insured vehicle, excluding VAT,
- b) labour costs determined based on time standards and technological procedures provided by the vehicle manufacturer for the given make and type of insured vehicle, and an hourly repair rate not exceeding 25 EUR excluding VAT.

7.1.6 In the case of determining the costs of repairing the damaged insured vehicle by budget, the total amount of the indemnity shall not exceed EUR 2,500 excluding VAT, before deduction of any loss participation.

7.1.7 In the case of determining the costs of repairing the damaged insured vehicle by budget, this method shall not apply to insurance claims arising from partial glass damage.

7.1.8 With regard to the aforementioned repair of the insured vehicle, the contracting parties have agreed on the following conditions of cooperation:

7.1.8.1 The Policyholder undertakes to provide the Insurer with a description of the extent of the damage and photographic documentation of the damaged insured item (motor vehicle or trailer) to the extent of:

- a) a front diagonal view of the vehicle (with a clearly visible and legible license plate), preferably from the side where the vehicle is damaged,
- b) the VIN number of the motor vehicle engraved on a fixed part of the vehicle; if it is not possible to photograph the VIN on the fixed part, the Policyholder is entitled to photograph the number on the label,
- c) the odometer reading on the dashboard (or a photograph of the tachograph with the mileage of the truck),
- d) details of the damaged parts of the vehicle, possibly indicating the damaged area with a description of the damage (characterizing the part and its damage, e.g., broken, torn, partially deformed) in the photo description,



- e) a rear-diagonal view of the entire vehicle (with clearly visible and readable license plate), taken from the opposite side to the front view,
- f) in case of damage to the tire itself, document the tread depth using an attached depth gauge with a visible scale.

7.1.8.2 In the event that the Policyholder subsequently submits the original invoices for the repair of the insured item to the Insurer, the Insurer undertakes, after assessment, to pay any potential difference.

7.1.8.3 In the event of the Policyholder's failure to comply with the obligations under this subsection 7.1.8 of the Policy Conditions, the Insurer is entitled to withhold the indemnity.

7.1.9 The Insurer will reimburse the costs incurred for the purpose of extricating, towing and storing the damaged insured vehicle from the place of the insured event to the place of storage or repair in full, if they were incurred on the basis of its instructions.

7.1.10 The costs of storing a vehicle damaged in an insured event will be covered by the Insurer for the period necessary for reasons of safety, hygiene or other public interest, but not more than thirty (30) days.

7.2 Procedure in the event of an insured event outside the territory of the Slovak Republic

7.2.1 If an insured event occurred outside the territory of the Slovak Republic, the Policyholder is obliged to prove its occurrence primarily by confirmation from the police authorities and by completing an accident report, a damage report prepared by the Insurer's foreign partner, or, after agreement with the Insurer, in another credible manner.

7.2.2 Any vehicle towing to the territory of the Slovak Republic shall be subject to the decision of the Policyholder as authorized by the Insurer.

7.2.3 The Insurer will pay the costs of extricating, towing and storing the damaged vehicle outside the territory of the Slovak Republic in accordance with the subsections 7.1.9 and 7.1.10. The Insurer will decide on the expediency, possibility, method and scope of repairing the vehicle abroad before the repair begins.

7.2.4 The costs of the most necessary repairs, which the Policyholder (or the Driver) pays for abroad himself, will be paid in the domestic currency according to the current exchange rate declared by the authorized entity on the date of invoice issuance, within the scope of insurance agreed in the Insurance Contract.

7.2.5 If the indemnity was provided by the Insurer's foreign partner and the Insurer was not obliged to provide further indemnity, the Policyholder is obliged to return the value of the loss participation to the Insurer within fifteen (15) days after the completion of the investigation of the insured event. If the value of the loss participation is higher than the indemnity provided by the Insurer's foreign partner, the Policyholder is obliged to return the value of the indemnity to the Insurer, in domestic currency according to the valid exchange rate declared by the authorized entity on the date of payment by the Insurer's foreign partner.

7.2.6 If the costs paid to the Insurer's foreign partner in connection with an insured event exceed the indemnity that the Insurer is obliged to pay, the Policyholder is obliged to return the difference between both indemnities to the Insurer within fifteen (15) days after the completion of the investigation of the insured event.

7.2.7 If, as a result of an insured event outside the territory of the Slovak Republic, the Policyholder (or the Driver) cannot return the vehicle to the territory of the Slovak Republic, the Insurer will pay the costs of its transportation to the place of his permanent residence,



including the costs of transportation of passengers who were demonstrably transported in the insured vehicle, up to the amount of the train fare in second class with a seat.

- 7.2.8** Section 7.1 shall apply to any situation not regulated in this Section in the event of an insured event outside the territory of the Slovak Republic.

Section 8 – Obligations of the Contracting Parties

8.1 Obligations of the Policyholder

- 8.1.1** In addition to the obligations imposed thereon by generally binding legal regulations, other provisions of these Policy Conditions, the Policyholder is obliged to:
- a) answer truthfully and fully in writing to all questions of the Insurer regarding the insurance or the insured event,
 - b) allow the Insurer to inspect the vehicle for the purpose of establishing the actual technical condition when arranging insurance, supplementary insurance and/or after taking out the Insurance Contract, to provide the Insurer with the required assistance in determining the date and time for inspecting the vehicle, in particular to provide a telephone contact in order to notify a time and place for the vehicle to be inspected as instructed by the Insurer, to allow the vehicle to be photographed and to submit all documents relating to the vehicle as required by the Insurer; the Policyholder is at the same time obliged to allow the Insurer to inspect the vehicle keys/controls, any security devices, chassis serial number, body (VIN) number, engine or manufacturing (factory) plates, in particular whether they have been altered, replaced or otherwise modified; this provision shall be without prejudice to the Policyholder's obligations after notification of a loss event,
 - c) notify the Insurer in writing of any change to the insurance to the extent specified in the Insurance Contract or the subject of insurance, at the latest within five (5) working days of the occurrence of such change,
 - d) ensure that the insured event does not occur, to maintain the insured vehicle in the proper technical and manufacturer-prescribed condition and to avoid such conduct that it has or could have knowledge of, or may have a significant impact on the occurrence of an insured event or to increase the extent of the consequences of an insured event,
 - e) use the insured item solely for the purposes specified by the manufacturer and as agreed in the Insurance Contract,
 - f) comply with all legislation relating to the use and operation of vehicles on the public highway,
 - g) at the time of leaving the vehicle, secure the insured vehicle against the intrusion of unauthorised persons into the insured vehicle and the subsequent manipulation therewith by activating all designated security devices with which the insured vehicle is equipped to prevent unauthorised use of the vehicle, the conditions laid down by generally binding legal regulations governing the conditions of traffic of vehicles on the public highway,
 - h) at the time of leaving the vehicle, do not leave the certificate of registration of the insured vehicle, keys to the insured vehicle, keys and controls to all security devices and key code labels inside the vehicle,
 - i) notify the Insurer in writing without undue delay that an insured event occurred no later than fifteen (15) days after its occurrence, if it occurred in the Slovak Republic, or within thirty (30) days after its occurrence, if it occurred outside the territory of the Slovak Republic, unless provided otherwise by these Policy Conditions, and
 - provide a true explanation of its occurrence, the extent of its consequences,
 - produce the documents required by the Insurer (in particular the final decision of the police investigating the accident, the final decision on the claim, completed and signed documents for the purpose of ensuring compensation for the damaged incurred (accident report) by all participants in the claim, documents showing purchase of additional insured accessories, vehicle registration document); and



- allow the Insurer to make copies of these documents and to carry out an investigation into the causes and extent of the damage incurred,
- j) immediately report a traffic accident to the competent police authority according to generally binding legal regulations; if it is a loss event, complete and sign a form with the other participants in the accident to ensure compensation for the damage (the accident report),
- k) immediately report to the competent police authority the loss or theft of the vehicle registration document, theft of keys from the insured vehicle and keys and controls to security devices and key code labels, and then forward to the Insurer such report to the competent police authority,
- l) allow the Insurer to inspect the insured item in order to ascertain the extent of the damage thereto and not to remedy the damage incurred after the insured event has been reported without the Insurer's consent; if the Policyholder breaches this obligation, the Insurer shall determine the amount of the indemnity solely on the basis of the demonstrable extent of the damage; however, this shall not apply where the removal of the damage was necessary for safety, hygiene or other serious reasons or to prevent the damage from being increased; however, in such a case, the Policyholder is obliged to prove the existence of these reasons and to retain the damaged parts of the insured item until such time that the Insurer inspects them, or provide sufficient evidence of the extent and cause of the insured event; photo documentation, video recordings, testimonies of third parties, etc.,
- m) take measures to prevent the limitation or extinction of the right to compensation which, under generally binding legal regulations or these Policy Conditions, passes to the Insurer,
- n) submit to the Insurer a proper accounting document issued for the repair of a motor vehicle in accordance with the Slovak Act No. 431/2002 Coll. on Accounting as amended with a breakdown of individual parts of spare parts; if it fails to do so, the Insurer shall, based on the written request of the Policyholder, determine the repair costs in accordance with the Section 7.1 of these Policy Conditions,
- o) allow the Insurer to inspect the insured item after its repair following the insured event for which the claim for indemnity has been made, if the Insurer so requests,
- p) when arranging the primary insurance, specify how many keys to the insured vehicle, service keys, keys to security devices and controllers for the electronic alarm system (car alarm) were received when the vehicle was acquired; the Policyholder is obliged to immediately notify the Insurer in writing of any loss, theft, exchange of keys from the insured vehicle, keys and controls from the security devices and key code labels, as well as the making of another key or control to the insured vehicle or security device within a maximum of five (5) working days from the date this occurred,
- q) in the case of an individually imported vehicle, produce the documents required by the Insurer prior to taking out the primary insurance,
- r) notify the Insurer in writing that the subject of the insurance has been insured for the same purpose with another insurer and state the extent of the insured risk, the insured value and the insured sum of the subject of insurance no later than five (5) working days from the day of the insurance with such other insurer,
- s) before the payment of indemnity for a stolen vehicle, to hand over to the Insurer all keys to the insured vehicle, keys and controls to security devices (both originals and copies), with which the insured vehicle is equipped and documents from such security devices and key code labels; all documents, in particular documents proving the acquisition of the insured item, evidence of any repairs and a report on the result of the investigation by the competent police authority; in the event of the theft of the insured vehicle, the Policyholder also obliged to submit, in particular, a vehicle registration document for the insured vehicle, which must be accompanied by a record from the relevant traffic inspectorate stating that the insured vehicle was stolen, or a service book, for vehicles used for business purposes, the operation log (record of journeys of the insured vehicle); in the case of vehicles rented under a leasing contract, the leasing contract, together with the conditions under which the insured vehicle was leased and the acceptance report, or another record of the takeover of the insured vehicle (if any); for



rental vehicles the contract on rental or loan of the insured vehicle; in the case of individually imported vehicles, a document certifying the release into free circulation of the insured vehicle and a document from the importing country certifying the registration of the insured vehicle,

- t) if it ascertains that the stolen insured item is found after the insured event is reported or after the payment of the insurance indemnity, immediately notify the Insurer in writing of this fact no later than five (5) working days from the day on which it became aware of this fact,
- u) inform the Insurer within five (5) days at the latest after ascertaining such fact, if prosecution or infringement proceedings have been initiated in relation to the insured event and ensure that the Insurer is informed of their outcomes; if the Insured party has a legal representative, they are obliged to notify the Insurer of their name, surname and permanent residence or their business name and registered office,
- v) provide all information required by the Insurer regarding the person entitled to the indemnity, if the Insured party, who did not have permanent residence in the territory of the Slovak Republic, died as a result of the accident,
- w) upon request of the Insurer, produce a document proving the date and time of payment of the Premium.

8.1.2 If the insured item is found after the payment of the insurance indemnity, the Policyholder may not take possession of the found insured item from the criminal proceedings authority or from another competent authority, or from another natural or legal person, but it is obliged to leave it with the Insurer until the Policyholder decides whether to retain the insured item found or the paid out indemnity. The Policyholder is obliged to notify the Insurer in writing of their decision immediately, at the latest within fifteen (15) days from the day on which they became aware that the insured item had been found and is additionally obliged:

- a) if they decide to retain the insured item, to return to the Insurer, after the completion of an investigation by the Insurer, the paid out indemnity less any reasonable costs of repairing the insured item and necessary to remedy the defects that occurred when they were deprived of the possibility to dispose of the insured item, at the latest thirty (30) days from the date of receipt of the Insurer's request for reimbursement of the indemnity; the Insurer, upon reimbursement of the indemnity, shall surrender the insured item to the Policyholder; if the Policyholder fails to reimburse the indemnity to the Insurer within the stipulated period, the Insurer and the Policyholder shall proceed according to paragraph b) of this subsection;
- b) if they retain the paid-out indemnity, to authorise the Insurer to arrange for the sale of the found insured item and retain the funds thus obtained to cover the indemnity; the costs associated with the sale of this matter shall be borne by the Insurer. If the Policyholder takes possession of the insured item without the knowledge of the Insurer, the Insurer is entitled to require the Policyholder to reimburse the indemnity. The Policyholder shall be obliged to reimburse the paid indemnity no later than thirty (30) days from the date of receipt of the Insurer's request for its reimbursement.

8.1.3 To secure the Insurer's claim under subsection 8.1.2 of this Section, the Policyholder is obliged to sign a power of attorney and a contract for securing any claim which may arise on the Insurer in the future, i.e. if a stolen insured item is found, even before the payment of the indemnity or part thereof.

8.1.4 Unless agreed otherwise, the Policyholder is obliged to pay the Premium.

8.1.5 If, after the payment of the indemnity, the Insurer ascertains that the indemnity was wrongly paid out, the Policyholder is obliged to return the paid-out indemnity no later than thirty (30) days from the date of receipt of the Insurer's request for its reimbursement.

8.1.6 In addition to these obligations, the Policyholder also has the obligations set out in the specific provisions of these Policy Conditions.



8.1.7 The preceding paragraphs shall also apply mutatis mutandis to the Insured party and beneficiaries.

8.2 Obligations of the Insurer

8.2.1 The Insurer is obliged to:

- a) adhere to the obligations imposed thereon by generally binding legal regulations, other provisions of these Policy Conditions,
- b) notify the Policyholder by telephone or short text message of an instruction to inspect the vehicle at the latest within fifteen (15) working days from the date of taking out the Insurance Contract, specifying the date, time and place of inspection, if the commencement of insurance was agreed pursuant to subsection 1.4.6 of these Policy Conditions,
- c) to have the vehicle inspected by a person authorised by the Insurer and to send to the Policyholder a record of the inspection of the vehicle to the email address if the commencement of insurance was agreed pursuant to subsection 1.4.6 of these Policy Conditions. If so requested by the Policyholder, it is also possible to send a completed inspection record in written form by post,
- d) issue the Policyholder with an insurance certificate as a written confirmation that the Insurance Contract has been concluded,
- e) if the obligation to pay arises, provide indemnity to the agreed extent,
- f) notify the Policyholder in writing of the results of the investigation, the amount of the indemnity and, at the Policyholder's request, provide explanations for the settlement of the insured event.

8.3 Mandatory equipment with security device

8.3.1 Passenger and commercial vehicles with a maximum permissible total weight of up to 3 500 kg must, upon agreement and during the Insurance period, be mandatorily equipped with a designated security device or a combination of various designated security devices according to the Insurer's instructions, or depending on the insured value of the vehicle (including accessories constituting mandatory, standard and additional vehicle equipment) as follows:

- a) up to EUR 20,000.00 excluding VAT – one (1) designated security device,
- b) from EUR 20,000.01 to EUR 83,000.00 excluding VAT – combination of two (2) specified security devices,
- c) over EUR 83,000.00 excluding VAT – combination of three (3) designated security devices.

8.3.2 For the purposes of this Section, designated security equipment means:

- a) mechanical safety device firmly connected with a vehicle,
- b) immobilizer,
- c) electronic alarm system (car alarm), or
- d) electronic search system.

8.3.3 Motorcycles, buses, trucks with a maximum permissible total weight exceeding 3 500 kg and special vehicles with a maximum permissible total weight exceeding 3 500 kg must be equipped with a removable mechanical security device or a mechanical security device permanently connected to the vehicle or an immobilizer or an electronic alarm system (car alarm) or an electronic search system during the Insurance period.

8.3.4 Tractors, other agricultural machinery, construction machinery and trailers are not required to be equipped with anti-theft security devices.



- 8.3.5** Removable mechanical security device means equipping a vehicle with a mechanical device against unauthorized use of an approved type of vehicle that is not firmly connected to the vehicle structure, e.g. a device blocking the steering wheel, clutch control pedals, service brake, handbrake lever, etc.
- 8.3.6** A designated mechanical security device permanently attached to a vehicle means equipping the vehicle with a mechanical device against unauthorized use of the vehicle of an approved type, which is permanently and irremovably connected to the vehicle structure and which blocks the gear shifting of a parked vehicle in the reverse position for manual transmissions, in the park position for automatic transmissions or the vehicle steering mechanism, e.g. the steering column.
- A mechanical device against unauthorized use of a vehicle with which the vehicle is equipped in terms of meeting the conditions laid down in a generally binding legal regulation regulating the conditions of vehicle traffic on land roads, such as door locks, steering wheel locking mechanisms, etc., with the exception of a device meeting the conditions laid down in subsection 8.3.5 of this Section, shall not be considered a designated security device pursuant to subsection 8.3.2 paragraph a) of this Section.
- 8.3.7** Immobiliser means a device of an approved type which is intended to prevent the operation of a vehicle under its own power by disabling the function of at least two separate vehicle circuits which are necessary for the operation of the vehicle under its own power or by code jamming at least one control unit necessary for the operation of the vehicle. The immobiliser must be automatically activated when the key is removed from the ignition switch without any additional intervention by the driver.
- 8.3.8** Electronic alarm system means an electronic system of an approved type intended for installation on various types of motor vehicles, designed to warn by means of an acoustic and/or optical signal of any intrusion by an unauthorised person into the vehicle or of interference with the vehicle and, as an additional protection, to provide protection against unauthorised use of the vehicle by its own motor power by automatically blocking the vehicle's electronic systems in the event of unauthorised intrusion, thereby preventing it from being started. An electronic alarm system installed together with an immobiliser does not replace the immobiliser and must block the vehicle's electronic systems which are different from the electronic systems blocked by the immobiliser.
- 8.3.9** An electronic tracking system is a system based on GSM and GPS technology that actively locates the position and movement of a vehicle. In the event of unauthorized use of the vehicle or intrusion into the vehicle, it sends a signal to a designated entity (police, central security desk).
- 8.3.10** The Policyholder is obliged to maintain the designated security devices and devices against unauthorized use of the vehicle, with which the vehicle is equipped in terms of meeting the conditions set out in the generally binding legal regulation regulating the conditions of vehicle traffic on land roads, in an operational and functional condition and to activate them in the prescribed manner each time the vehicle is left.

Section 9 – Amendment and Termination of the Insurance

- 9.1** Any changes to the Insurance Contract shall be made with the agreement of both contracting parties, unless otherwise specified herein.
- 9.2** Any change to the owner of the insured vehicle does not terminate the insurance, unless stipulated otherwise herein.
- 9.3** As soon as the transfer of the possession of the vehicle specified in the Insurance Contract in the vehicle register to a person other than the Policyholder is recorded, the insurance is terminated unless agreed otherwise. In the event of such termination, the Insurer shall return the unused premium to the Policyholder. The Policyholder is obliged to notify the Insurer in writing of any transfer



of possession of the vehicle no later than five (5) working days after the occurrence of this fact and to submit it with documents certifying such change.

- 9.4** Insurance, primary insurance and supplementary insurance may be terminated by written agreement of the contracting parties.
- 9.5** Insurance, primary insurance and supplementary insurance may be terminated by notice of termination, effective at the end of the Insurance period; the notice must be delivered to the other party no later than six (6) weeks before the expiry of the Insurance period.
- 9.6** If the Policyholder dies or is declared dead during the life of the insurance, the insurance shall expire on the day that is the day of the Policyholder's death, unless otherwise specified in these Policy Conditions or agreed otherwise.
- 9.7** If the joint ownership of the spouses has ceased to exist by death or on declaration of death of the spouse who has entered into the Insurance Contract for an insured vehicle belonging to the joint ownership of the spouses, the surviving spouse shall enter into the Insurance Contract in their place as long as they remain the owner or co-owner.
- 9.8** If the joint ownership of the spouses ceased for reasons otherwise than the reasons stated in subsection 9.7 of this Section, and the Insurance Contract has been entered into by one of the spouses, the spouse to whom the insured vehicle belonged on settlement of non-share ownership of the spouses shall be deemed to be the Policyholder. However, if the insured vehicle fell into joint ownership at settlement, the original Policyholder will not change.
- 9.9** Upon the merger or division of a legal entity, which is the Policyholder, all rights and obligations arising from the insurance relationship shall pass to the successor company, unless otherwise agreed. The insurance shall expire upon the termination of the legal entity, which is the Policyholder, without a legal successor, unless agreed otherwise.
- 9.10** The insurance shall cease at the moment of total damage, upon receipt of a notification by the competent authority that the vehicle has been stolen, at the moment of destruction of the vehicle, or by the fact that the possibility of an insured event occurring on the vehicle specified in the Insurance Contract has otherwise disappeared. If the insurance is terminated as a result of an insured event for which the Insurer provided indemnity, the Insurer is entitled to the premium until the end of the Insurance period in which the insured event occurred.
- 9.11** Insurance, primary insurance and supplementary insurance agreed for a definite period of time shall expire upon the expiry of the period for which it was agreed in the Insurance Contract.
- 9.12** The insurance shall also expire if the Premium for the first Insurance period or the one-off Premium is not paid within three (3) months from the date of its due date. The insurance shall also expire if the Premium for the next insurance period is not paid within one (1) month from the date of receipt of the Insurer's request for its payment, unless the Premium was paid before the receipt of such request. The Insurer's request shall contain a warning that the insurance will expire if it is not paid. The same applies if only part of the Premium has been paid.
- 9.13** Insurance, primary insurance and supplementary insurance can be terminated by each contracting party within two (2) months after it has been taken out. The notice period is eight (8) days, and upon its expiry, the insurance, primary insurance and supplementary insurance shall cease.
- 9.14** The insurance also expires on the day when the vehicle specified in the Insurance Contract is permanently removed from the road or is removed from the vehicle register. The Policyholder is obliged to notify the Insurer in writing of this fact no later than five (5) working days after its occurrence and to submit it with documents certifying such change.
- 9.15** If the commencement of the insurance was agreed in the Insurance Contract, in accordance with subsection 1.4.6 of these Policy Conditions, to be the moment of the inspection of the vehicle by the Insurer, and the Policyholder has failed to fulfil its obligations under subsection 8.1.1 paragraph b) of these Policy Conditions by failing to present the vehicle for inspection by the Insurer and/or



otherwise not allowing the Insurer to inspect the vehicle, the Insurance Contract expires thirty (30) days from the date of its conclusion.

- 9.16** On the day of expiry of the vehicle insurance, all supplementary insurances agreed in the Insurance Contract cease to exist together with the vehicle insurance.
- 9.17** If the Insurer ascertains that the Policyholder or the Insured party has knowingly answered incorrectly or incompletely the Insurer's written questions regarding the underwritten insurance, or if it has been shown that on the insured vehicle there have been changes to the chassis, body (VIN), engine or production (factory) labels, or if the Insurer learns that the documents submitted by the Policyholder before taking out the insurance have been altered, falsified or contain false information, or if it subsequently finds that the vehicle specified in the Insurance Contract was damaged at the time of the insurance, did not meet the technical or legal requirements for taking out the Insurance Contract referred to in these Policy Conditions (e.g. the insured vehicle was not equipped with a designated security device or a combination of designated security devices), the Insurer may withdraw from the Insurance Contract if, based on truthful and complete responses to queries or on ascertaining the above facts, the Insurer would not have concluded the Insurance Contract. This right may be exercised by the Insurer within three (3) months of the date on which it ascertains such fact, otherwise the right expires. The contracting parties are obliged to return everything they have received under the Insurance Contract, while the Insurer has the right to deduct the costs incurred in connection with the conclusion of the Insurance Contract.
- 9.18** Both the Policyholder and the Insurer have the right to terminate the insurance, primary insurance or supplementary insurance to which the insured event relates in writing after each insured event, but no later than one (1) month after the payment or refusal of insurance indemnity by the Insurer. The notice period is fifteen (15) days and the insurance expires upon its expiry.
- 9.19** If the vehicle has been insured for the same purpose by several insurers and the Policyholder has not notified the Insurer of this fact, the Insurer is entitled to terminate the Insurance Contract after the insured event without notice. The insurance terminates upon receipt of the notice by the Policyholder.
- 9.20** If there is a legal succession in the exercise of a trade license and the vehicle is still used for business purposes, the insurance does not expire.

Section 10 – Data Protection

10.1 Data protection

- 10.1.1** For the purposes of the GDPR Regulation, the data controller in relation to the personal data of the Policyholder and the Insured party is Greenval Insurance DAC having its registered office at Second Floor, The Anchorage, 17-19 Sir John Rogerson's Quay, Dublin 2, D02 DT18, Ireland.
- 10.1.2** Should the Policyholder or the Insured party have any questions regarding this Section or the processing of personal data, they may contact the Insurer in writing at the address available on the website: <https://www.greenval-insurance.com/data-privacy>.

10.2 Use of personal Data

- 10.2.1** The contracting parties are obliged to comply with generally binding legal regulations on personal data protection, especially the GDPR Regulation and the applicable national legislation, when processing personal data.
- 10.2.2** The Insurer will use the personal data of the Policyholder and the Insured party to evaluate any proposal submitted, to provide the services offered under these Policy Conditions, including communicating with the Policyholder, administering the Insurance Contract and any claims arising thereunder, evaluating applications for renewal and renewing the Insurance Contract, as well as in order to get quotes for reinsurance and in order to procure



reinsurance of the risks insured by the Insurance Contract. The legal basis for processing personal data is:

- a) where the data subject is a party to the contractual relationship, the performance of the contract pursuant to Article 6(1)(b) of the GDPR Regulation; or
- b) where processing is necessary for the purposes of the legitimate interests pursued by us pursuant to Article 6(1)(f) of the GDPR Regulation. The legitimate interest pursued in this case is the provision of services to our insured clients.

10.2.3 The Insurer may access and use personal data for the purposes of handling and resolving your complaints, with the legal basis being our legitimate interests pursuant to Article 6(1)(f) of the GDPR Regulation. The legitimate interest pursued in this context is risk management, including operational risk management.

10.2.4 The Insurer may access and use personal data for the purposes of establishing, exercising or defending legal claims, with the legal basis being compliance with our legal and regulatory obligations (legal obligation pursuant to Article 6(1)(c) of the GDPR Regulation) and our legitimate interests pursuant to Article 6(1)(f) of the GDPR Regulation, specifically the responsible and commercially prudent performance of our activities.

10.2.5 The Insurer may access and use personal data for fraud prevention purposes, with the legal basis being our legitimate interests pursuant to Article 6(1)(f) of the GDPR Regulation. The legitimate interest pursued here is the prevention, investigation, or detection of theft, fraud, or other criminal activity.

10.2.6 The Insurer may access and use personal data for the purposes of combating money laundering, "know your customer" requirements, investigation and detection of fraud, bribery and/or corruption, where this is necessary:

- a) for the purposes of our legitimate interests pursuant to Article 6(1)(f) of the GDPR Regulation. The legitimate interest pursued in this context is the prevention, investigation, or detection of money laundering, theft, fraud, bribery, corruption, or other criminal activity; and
- b) to comply with applicable regulations, including banking and financial regulations and other obligations imposed on us by the Central Bank of Ireland, where the legal basis is compliance with a legal obligation pursuant to Article 6(1)(c) of the GDPR Regulation.

10.2.7 If the Policyholder has provided sensitive data as defined in the GDPR Regulation, the Policyholder hereby warrants that it has obtained the consent of the data subject in each case for the Insurer to process such sensitive data in accordance with this Section.

10.2.8 Details on the conditions of personal data processing by the Insurer, including retention periods, are provided at <https://www.greenval-insurance.com/data-privacy>.

10.3 Disclosure of personal data

10.3.1 The Policyholder acknowledges that the Insurer may disclose personal data to its Affiliates, service providers and reinsurers as referred to above, in order for them or any of them to provide services to the Insurer, including without limitation to process information, fulfil orders and deliver orders, process claims and payments and provide support services on its behalf, and to reinsurers in order to procure reinsurance, as well as for internal corporate purposes within the Affiliates based on the legitimate interest under Article 6(1)(f) of the GDPR Regulation.

10.3.2 In order to prevent fraud, to verify the Policyholder's identity or prevent money laundering, the Insurer may search the files of credit reference agencies.

10.4 Data subject's rights



Data subjects whose personal data are processed have the right to access their personal data, the right to rectification, the right to erasure or restriction of processing, the right to object in certain cases to processing (where the legal basis is legitimate interest), the right to data portability, and the right to lodge a complaint with the Office for Personal Data Protection of the Slovak Republic.

Section 11 – Final Provisions

11.1 Reporting

The Policyholder is required to notify the Insurer of any insured event within fifteen (15) days of its occurrence in the Slovak Republic, or within thirty (30) days if the event occurred outside the Slovak Republic. Any subsequent developments related to the insured event should also be reported without undue delay. For this purpose, the Insurer shall be contacted either orally or in writing at the address provided above or via email at Info@Greenval-insurance.ie

11.2 Co-operate

The Policyholder must co-operate and the Policyholder must ensure that the Lessee (or Driver) co-operates at all times in the completion of any necessary documentation or provision of information requested either by the Insurer or by the Insurer's legal representative or the Policyholder.

11.3 Transfer of right

If the Policyholder or the Insured party, has the right to compensation for damage caused by an insured event in respect of another, this right is transferred to the Insurer up to the amount of the indemnity provided by the Insurer.

11.4 Complaints

11.4.1 A complaint may be made to the Insurer via email to the email address Info@Greenval-insurance.ie. The Insured party may also lodge a complaint orally at the office of the Policyholder at the address specified in the Insurance contract, or by telephone at +421(0)2578000.

11.4.2 The complaint must indicate the date of its submission, who submits it, the subject of the complaint and what the complainant is claiming. If the complainant is a natural person, the complaint must include the name, surname and address of the natural person. If the complainant is a legal entity, the complaint must contain the name or business name and address of the legal entity's registered office.

11.4.3 The Insurer is obliged to investigate the complaint and inform the complainant about the manner in which their claims are handled or the reasons for their rejection within thirty (30) days from the date of the service thereof. If the handling of a complaint requires a longer period of time, the period referred to in the previous sentence may be extended, and the complainant shall be notified without delay.

11.5 Communication and delivery of documents

11.5.1 Legal acts concerning the insurance must be in written form.

11.5.2 For mutual communication related to the insurance and the offer of the Insurer's products and services, the contact details specified in the Insurance Contract or otherwise mutually communicated shall be used.

11.5.3 The proposal for the conclusion of an Insurance Contract shall be deemed delivered to the Insurer on the day of its receipt by an authorised representative of the Insurer. Other documents addressed to the Insurer shall be deemed delivered on the date of their receipt, unless otherwise agreed.

11.5.4 Insurer's documents addressed to the Policyholder or the Insured party (the "addressee") are delivered by post, or by representatives of the Insurer to the last address of the



addressee known to the Insurer. The Insurer's document shall be deemed delivered to the addressee on the date of receipt of the document by the addressee or on the day when the addressee refused to accept the document. If the document is deposited at the post office because it failed to reach the addressee and it was not collected at the post office within the given time limit, it is considered delivered on the last day of this time limit even if the addressee was unaware of such deposit, or on the day that a document is returned to the Insurer as undelivered due to a change of address of which the addressee has not provided notification.

- 11.5.5** The Insurer is entitled to use alternative means of communication (telephone, email, SMS) for mutual communication with the Policyholder, the Insured party or an authorised proxy in connection with the administration of insurance, settlement of claims and the offer of products and services of the Insurer. However, these means do not replace the written form of procedure in cases where generally binding legal regulations or the Insurance Contract require communication to be made in writing.
- 11.5.6** Changes in the Insurance Contract, changes in insurance and insured events can also be notified by telephone to the Insurer's telephone number or via email to the Insurer's email address. The Insurer shall confirm in writing the changes made by telephone or via email. If the Policyholder disagrees with any changes that are made, the Policyholder is obliged to notify the Insurer in writing of this fact within the period specified in the Insurer's written confirmation.
- 11.6** The Insurer may hold documents related to the Policy and the insurances provided and any claims under it in electronic form. An electronic copy of such documents or material or information will be as admissible in evidence to the same extent and carry the same weight as the original.
- 11.7** The Policyholder and the Insured party, if other than the Policyholder, by concluding the Insurance Contract, grant the Insurer permission to make and subsequently archive audio recordings of telephone calls made between him and the Insurer in connection with insurance and settlement of claims under the Insurance Contract, on technical means enabling the capture, preservation and reproduction thereof. By concluding the Insurance Contract, the Policyholder and the Insured party grant the Insurer consent to use these records and copies thereof in exercising the rights and obligations under the Insurance Contract. The Insurer will protect these records from unauthorised access by third parties during their retention period.
- 11.8** Claims from insurance shall become statute-barred in the 3-year limitation period. The limitation period commences one (1) year after the occurrence of the insured event.
- 11.9** The Insurance Contract may deviate from the individual provisions of these Policy Conditions, unless generally binding legal regulations provide otherwise. Any deviation from these Policy Conditions agreed in the Policy is effective at the earliest when the contracting parties have agreed in writing to such change.