

# **PERSONAL INJURY PROTECTION** **INSURANCE TERMS AND CONDITIONS**

## **General Provisions**

For the insurance of the persons injured as a result of an Accident in an Insured Vehicle (the "Insurance") provided by the Insurer, the individual Insurance Contract and these personal injury protection insurance policy terms and conditions (the "Insurance Terms and Conditions"), as well as, the applicable provisions of Act No. 40/1964 Coll. the Civil Code, as amended, are binding and applicable, whereby this insurance is valid during any Period of Insurance that the Insurance Premium has been paid, or has been agreed to be paid.

These Insurance Terms and Conditions constitute an inseparable part of each individual Insurance Contract.

The Insurance is provided in accordance with the Benefits agreed between the Insurer and the Policyholder and is subject to the scope, obligations and duties outlined in the Insurance Contract.

## **Definitions**

- 1) "Insurer" means Euro Insurances Limited, established in Dublin, Ireland, with its registered office at Ground Floor, Block C, LeasePlan House, Central Park, Leopardstown, Dublin 18, Ireland, registered with the Companies Registration Office in Ireland under registration number 222 618 (further as "Euro Insurances Limited") and Euro Insurances Limited is regulated by the Financial Regulator in Ireland.
- 2) "Insured Vehicle" means a mechanically self propelled motor vehicle that does not run on rails, which is has been notified to and accepted as insured vehicle by the Insurer either at the conclusion of the Insurance Contract or additionally by a written notification of the Policyholder to the Insurer.
- 3) "Insurance Premium" means the sum which the Policyholder is obliged to pay by virtue of the Insurance Contract to the Insurer.
- 4) "Policyholder" means the party who concluded the Insurance Contract with the Insurer and who is obliged to pay the Insurance Premium to the Insurer.
- 5) "Collision" means an impact or a collision, where an impact shall be deemed as the crashing of the Insured Vehicle into an unmoving obstacle (e.g. wall, stationary vehicle, etc.) and a collision as the crashing of the

Insured Vehicle into a moving object (e.g. automobile, person, animal, etc.).

- 6) "Accident" means a sudden and unforeseen external event (including Collision) which occurs in connection with the use of the Insured Vehicle.
- 7) "Bodily Injury" means the unexpected and sudden effect of external forces causing physical injury of a person transported.
- 8) "Period of Insurance" means the length of time during which the Insurance is provided, the commencement of which is stipulated in the Schedule of Insurance. The Period of Insurance is agreed for an indefinite period and is divided into particular Insurance Terms.
- 9) "Insurance Term" is the period for which the Insurance Premium is paid, normally one term of twelve consequential calendar months, unless otherwise stated.
- 10) "Schedule of Insurance" means a document which forms part of these Insurance Terms and Conditions outlining details of but not limited to the following: Policyholder; Insured; current Insurance Term; next Insurance Renewal Date and other details of cover which may apply.
- 11) "Occupational Disease" means any chronic ailment that occurs as a result of work or occupational activity such as, but not limited to, lung or skin diseases, lead poisoning or carpal tunnel syndrome
- 12) "Insurance Renewal Date" means the date on which the Insurance Contract will be automatically prolonged for a new Insurance Term, unless terminated by a written notice of termination given by any party to the Insurance Contract at least 6 weeks prior to this date
- 13) "Insurance Contract" means each individual insurance contract for the personal injury insurance of the Insured Person concluded by and between the Insurer and the Policyholder, by virtue of which the Insurer obliges to provide insurance of the Insured Person in the scope agreed in the Insurance Contract and herein to the Insured Person and the Policyholder obliges to pay Insurance Premium to the Insurer.
- 14) "Benefit" means the payment which the Insurer shall provide to the Insured Person provided that the Insurance Event occurs and the terms and conditions stated in the Insurance Contract and herein are fulfilled. Such payment cannot exceed the Sum Insured.
- 15) "Insured Person" means the person defined in the Article II hereof.
- 16) "Sum Insured" means the sum as defined in the Article III hereof.
- 17) "Insurance Event" means events defined in Article IV hereof.
- 18) "Permanent Bodily Injury" means Bodily Injury with Permanent Effects of the Insured Person as a consequence of events defined in Article IV(1) of these Insurance Terms and Conditions
- 19) "Temporary Bodily Injury" means Bodily Injury with Temporary Effects of the Insured Person as a consequence of events defined in Article IV (1) of these Insurance Terms and Conditions

- 20) "Permanent Effects" means such effects due to which the body organs/functions are damaged so that they are not able to perform their function any more.
- 21) "Temporary Effects" means such effects due to which the body organs/functions are impaired so that they are not able to perform their function for a limited period of time.
- 22) "Accidental Death" means a death of the Insured Person as a consequence of events defined in Article IV(1) of these Insurance Terms and Conditions.
- 23) "Injured Person" means the Insured Person who suffered Permanent Bodily Injury, Temporary Bodily Injury, or Accidental Death as a consequence of events stipulated in Section Article IV (1) of these Insurance Terms and Conditions.

### **Article I Personal Injury Protection Insurance**

- 1) The Insurance provided under the Insurance Contract including these Insurance Terms and Conditions covers Insurance Events sustained by the Insured Persons.
- 2) The Benefit from the Insurance provided under the Insurance Contract including these Insurance Terms and Conditions is provided in the following form:
  - a) Daily compensation during the period of a necessary medical treatment of the Permanent and/or Temporary Bodily Injury;
  - b) Daily compensation related to hospitalisation due to the Permanent and/or Temporary Bodily Injury;
  - c) In relation to Permanent Bodily Injury Benefits in an amount commensurate with the seriousness of the Permanent Bodily Injury as determined pursuant to "Valuation Table – Consequences of Injury" as defined below;
  - d) Benefits in the event of Accidental Death of the Insured Person shall be determined pursuant to the Sum Insured.

### **Article II Insured Persons**

Those covered by the Insurance are persons transported in the Insured Vehicle.

### **Article III Sum Insured**

- 1) In case of an Insurance Event the Sums Insured are the maximum amounts agreed between the Policyholder and the Insurer at the time of concluding the Insurance Contract.

- 2) In respect of the Insurance covering daily compensation during the period of necessary medical treatment and daily compensation related to hospitalisation, the Sum Insured is the maximum amount agreed between the Policyholder and the Insurer at the time of concluding the Insurance Contract.
- 3) The maximum Personal Injury Protection Sum Insured per Insured Vehicle will be limited to the number of seats specified in the technical certificate issued by the manufacturer of the Insured Vehicle and the same Sum Insured shall apply for each seat.

#### **Article IV Insurance Event**

- 1) An Insurance Event is a Permanent and/or Temporary Bodily Injury or Accidental Death that was sustained:
  - a) In the Insured Vehicle whilst being driven and was otherwise directly related to the driving of the Insured Vehicle;
  - b) At an Accident of the Insured Vehicle or under circumstances that immediately relate to such Accident;
  - c) During short-term stops to rectify vehicular breakdowns or defects of the Insured Vehicle that occurred during driving, if the Permanent and/or Temporary Bodily Injury or Accidental Death of a person transported is sustained in the Insured Vehicle or in its immediate vicinity to it on the road;
  - d) as a consequence of:
    - (i) Localised suppuration after the penetration of infectious germs into an open wound caused by the Accident;
    - (ii) The infection of tetanus or rabies following an Accident;
    - (iii) Diagnostic, treatment or preventive operations performed to cure the consequences of a Permanent and/or Temporary Bodily Injury.
- 2) If Permanent and/or Temporary Bodily Injury manifests itself or Accidental Death occurs after the end of the Period of Insurance arising from an Insurance Event within the Period of Insurance, the Insurer shall pay Benefits based on the cover and Insurance Terms and Conditions applying at the date of the Insurance Event.
- 3) The Insurance shall cover Insurance Events that occur during the Insurance Period.
- 4) Insurance protection shall not cover:
  - a) The origination and deterioration of hernia, any type and origin of tumour, the origination and deterioration of aseptic peritendinitis, polymyositis, lymphadenitis and epikondylitis, acute spinal disc syndromes, acute vascular incidence, and detachment of retina;
  - b) Infectious diseases even if they were transmitted by the injury, except for the infection of tetanus or rabies;

- c) Occupational Diseases;
- d) The deterioration of a pre-existing disease as the result of the Accident/Permanent and/or Temporary Bodily Injury;
- e) Wilful self-mutilation;
- f) Permanent and/or Temporary Bodily Injury caused by stress;
- g) Mental disorders and changes to a pre-existing psychological condition.

## **Article V Exclusions from Insurance**

- 1) Notwithstanding the provisions of Articles I and IV of these Insurance Terms and Conditions, the Insurer shall not pay Benefits in the case of:
  - a) A Permanent and/or Temporary Bodily Injury or Accidental Death to an Injured Person in an Insured Vehicle that was sustained as the result of a mental disorder or the disorder of consciousness, apoplexy, epileptic fit or any other paroxysm that affects the whole of the body. However, Insurance protection is provided if such disorders or seizures were caused by injury as referred to in Article IV;
  - b) A Permanent and/or Temporary Bodily Injury or Accidental Death that was sustained by the injured person when committing a deliberate crime or attempting to commit such crime;
  - c) A Permanent and/or Temporary Bodily Injury or Accidental Death that is directly or indirectly caused by the acts of war or civil war; an injury that was sustained when actively participating in local unrest;
  - d) A Permanent and/or Temporary Bodily Injury or Accidental Death that was directly or indirectly caused by nuclear energy;
  - e) The consequences of diagnostic treatment and preventive operations that were not performed to cure the consequences of the Permanent and/or Temporary Bodily Injury or medical treatments or procedures not approved by the Insurer, performed by the Injured Person or on their behalf;
  - f) A Permanent and/or Temporary Bodily Injury or Accidental Death that was sustained during a race or competition and related training races;
  - g) A Permanent and/or Temporary Bodily Injury or Accidental Death that was sustained during test driving for the manufacturer of the Insured Vehicle or during test driving relating to the repair of the Insured Vehicle;
  - h) A Permanent and/or Temporary Bodily Injury or Accidental Death to a passenger sitting on a seat in the Insured Vehicle which according to the respective general binding legal regulations is not designated suitable for seating a person;
  - i) A Permanent and/or Temporary Bodily Injury or Accidental Death of a person transported in the Insured Vehicle that was used without authorisation of the person authorised to use the Insured Vehicle.

- 2) Notwithstanding the provisions of Articles I and IV of these Insurance Terms and Conditions, the Insurer may refuse to pay Benefits for Permanent and/or Temporary Bodily Injury or Accidental Death that was sustained:
  - a) During the Accident involving the Insured Vehicle, which was required to be reported to a relevant police authority under a relevant generally binding regulation, if such Accident was not reported;
  - b) In the Insured Vehicle that was in the breach of a relevant generally binding regulation requiring technical inspection and the technical condition of the Insured Vehicle contributed to the Insurance Event;
  - c) In connection with the Insured Vehicle that was driven by a person who did not have an appropriate required driving licence, whose driving licence was suspended or was prohibited from driving motor vehicles.
- 3) Notwithstanding the provisions of Articles I and IV of these Insurance Terms and Conditions, the Insurer may reject to pay Benefits for Permanent and/or Temporary Bodily Injury or Accidental Death in the event that the Policyholder or the Insured Person performed deceptive or fraudulent conduct towards the Insurer, with the aim to mislead the Insurer and to obtain Benefit from the Insurer to which the Insured Person is not entitled to due to failure to comply with the conditions stated in the Insurance Contract and in these Insurance Terms and Conditions.
- 4) Notwithstanding the provisions of Articles I and IV of these Insurance Terms and Conditions, the Insurance Contract may stipulate further exclusions and limitations of the Insurance provided under these Insurance Terms and Conditions.

### **Article VI Limitation of the Obligation to Pay Benefits**

- 1) In the case of a Permanent and/or Temporary Bodily Injury or Accidental Death resulting from the obvious overestimation of the person's abilities, capabilities and knowledge or by negligence, in particular but not limited to from a breach of (i) Act No. 8/2009 Coll. on Traffic, as amended, (ii) applicable provisions of Act No. 300/2005 Coll. the Penal Code, as amended, (iii) Act No. 372/1990 Coll. on Misdemeanours, as amended, the Insurer shall be entitled to reduce Benefits, no more than by a half.
- 2) If the consequences of the Permanent and/or Temporary Bodily Injury were aggravated by the physical defects of the Injured Person in the Insured Vehicle, the payment is decreased by the ratio of aggravation of the illness or physical defect if this ratio exceeds at least 25%.
- 3) If the Permanent and/or Temporary Bodily Injury or Accidental Death occurred as a result of alcohol consumption the Insurer is entitled to

decrease the Benefit in proportion to how this fact contributed to the occurrence of the Insurance Event; in the event that the Permanent and/or Temporary Bodily Injury or Accidental Death occurred as a result of alcohol consumption and the volume found in the blood of the passenger exceeds 1.5 per mille, the Insurer is entitled to decrease the Benefit up to 75%;

- 4) The Insurer shall be entitled to reduce Benefits up to one half, if a person who was transported in the Insured Vehicle and sustained an Permanent and/or Temporary Bodily Injury or Accidental Death in relation with acts by which he/she caused the serious Bodily Injury or death of another person or otherwise grossly violated the law or other generally binding regulations;
- 5) If at the time of an Insurance Event, the number of persons transported in the Insured Vehicle was higher than prescribed, the Insurer shall reduce Benefits for each person to reflect the ratio between the number of seats in the Insured Vehicle and the number of persons transported in the Insured Vehicle;
- 6) If a person who sustained Permanent and/or Temporary Bodily Injury whilst the Insured Vehicle was being driven and did not have a safety belt provided by the manufacturer of the Insured Vehicle fastened at the moment of the Insurance Event, the Insurer shall reduce Benefits by one third.

## **Article VII Benefits**

A claim for Benefits shall be assessed according to the following provisions:

- 1) Permanent Bodily Injury:
  - a) If the Bodily Injury results in Permanent Bodily Injury, the Insurer shall pay the percentage of the Sum Insured that corresponds to the percentages for the individual stabilised physical injuries specified in the "Valuation Table - Consequences of Injury" attached to these Insurance Terms and Conditions (hereafter referred to as the "Valuation Table"). If such Permanent Bodily Injury has not stabilised within three years after the occurrence of the Insurance Event, the Insurer shall pay an amount that corresponds to the percentage of the damage at the end of such period. If the Valuation Table specifies a percentage spread, the Insurer shall fix the amount of Benefits so that the Benefits determined within the scope of the percentage spread correspond to the nature and scope of the Permanent Bodily Injury. The Insurer may add to or modify the Valuation Table in line with the developments in medical science or practice, whereby the Insurer shall inform the Policyholder on each amendment of the Valuation Table at least 15 days prior to effectiveness of such amendment. The level of

the payments as stated in the Evaluation Table valid at the time of the Insurance Event shall apply.

- b) If the Permanent Bodily Injury relates to a part of the body or organ that was damaged prior to the accident, the Insurer shall reduce Benefits for the Permanent Bodily Injury by a percentage that corresponds to the percentage of the previous damage specified according to the Valuation Table;
- c) The total Benefits for one Permanent Bodily Injury paid by the Insurer to a person who was transported in the Insured Vehicle and sustained Permanent Bodily Injury shall not exceed 100 per cent according to the Valuation Tables;
- d) If the individual consequences of one or several Permanent Bodily Injuries relate to the same limb, organ or their respective parts, the Insurer shall consider them as one whole at a percentage that the Valuation Table specifies with regard to the anatomical or functional loss of the relevant limb, organ or their respective parts;
- e) If an Insured Person transported in the Insured Vehicle and who sustained Permanent Bodily Injury died within one year after the occurrence of the Permanent Bodily Injury due to causes that do not relate to the Permanent Bodily Injury, the amount of Benefits paid shall correspond to the scope of the Permanent Bodily Injury of that person at the time of death;
- f) If a person who was transported in the Insured Vehicle and sustained a Permanent Bodily Injury, died from such Permanent Bodily Injury within one year after the occurrence of such Permanent Bodily Injury, Benefits shall be paid at the amount of Sum Insured for Accidental Death. The amount of or an advance for Benefits for such Permanent Bodily Injury that has been paid shall be deducted from the Accidental Death Benefit.

2) Daily compensation during the period of a necessary medical treatment for the treatment of Permanent and/or Temporary Bodily Injury

The Insurer shall pay the agreed daily compensation during the period of necessary medical treatment according to the "Valuation Table – The Average Length of the necessary medical treatment of the consequences of an injury" which is attached to these Insurance Terms and Conditions. The Insurer may add to or modify the "Valuation Table – The Average Length of the necessary medical treatment of the consequences of an injury" in line with the developments in medical science or practice, whereby the Insurer shall inform the Policyholder on each amendment of the "Valuation Table – The Average Length of the necessary medical treatment of the consequences of an injury" at least 15 days prior to effectiveness of such amendment. Such compensation shall be paid in line with the following rules:

- a) If the "Valuation Table – The Average Length of the necessary medical treatment of the consequences of an injury" specifies the average length of such treatment longer than 21 days and the actual length of such treatment is longer than 21 days, the amount of daily compensation negotiated and transacted between the Insurer and the Policyholder shall be paid. The necessary medical treatment of the consequences of the Permanent and/or Temporary Bodily Injury and the actual length of such treatment must be proved by a medical report that is used as a basis to determine the amount of benefits.
  - b) If the actual length of the necessary treatment is less than the average length of the necessary treatment, the Insurer shall pay the daily compensation for the whole actual length of the necessary treatment.
  - c) If the actual length of the necessary treatment is longer than the average length of the necessary treatment, the Insurer shall pay daily compensation at the maximum amount for the whole length of the necessary treatment.
  - d) If a Permanent and/or Temporary Bodily Injury caused by events stated in Article IV(1) hereof is not specified in the "Valuation Table – The Average Length of the necessary medical treatment of the consequences of an injury" and the actual length of the necessary treatment was more than 21 days, the amount of Benefits shall be determined according to the length of treatment reasonable for this type and scope of the Permanent and/or Temporary Bodily Injury. The daily compensation shall be paid for the whole length of the reasonable length of treatment specified as indicated above.
  - e) If there is a claim for daily compensation related to the length of a necessary medical treatment, the Insurer shall pay the amount of daily compensation negotiated and transacted between the Policyholder and the Insurer from the first day of the treatment.
  - f) Daily compensation shall not be paid for the period, during which a person who sustained Permanent and/or Temporary Bodily Injury only underwent medical checks from time to time or rehabilitation designed to mitigate his/her subjective problems which is not part of a definitive prescribed course of medical treatment for the Permanent and/or Temporary Bodily Injury sustained.
- 3) Daily compensation relating to hospitalisation whereby hospitalisation is a prerequisite to treatment of the Injured Person for Permanent and/or Temporary Bodily Injury

The Insurer shall pay the following form of Benefits, if applicable:

- a) For each day of hospitalisation necessary from the medical point of view in order to cure the consequences of a Permanent and/or Temporary Bodily Injury, the amount of daily hospitalisation

compensation negotiated and transacted shall be paid. The total number of days of hospitalisation is determined by the number of midnights spent in a hospital.

- b) Daily compensation for hospitalisation necessary from the medical point of view shall be paid no longer than during one year after the occurrence of the Permanent and/or Temporary Bodily Injury.
- c) Daily compensation for stays in sanatoriums, convalescent homes, rehabilitation institutions and spa facilities shall not be provided.

### **Article VIII Payment of Benefits**

- 1) Once the Insurer has acquired all documents necessary to assess the circumstances under which an Insurance Event occurred and to determine the consequences of such Insurance Event, the Insurer shall pay Benefits within 15 days as of the completion of the investigation of the Insurance Event. If the survey cannot be completed within one month after the Insurer learned about the Insurance Event, the Insurer shall pay a reasonable advance upon request.
- 2) If a claim for Benefits is deemed fraudulent by the Insurer, the Insurer is entitled to refuse to pay the costs related to a medical examination as stated in Article IX (5) hereof.
- 3) Benefits for Permanent Bodily Injury sustained in an Insured Vehicle shall be paid to a person who was transported in the Insured Vehicle and who sustained Permanent Bodily Injury, subject to these Insurance Terms and Conditions. If such person died and the Insurance Contract did not identify the person to whom the Benefits shall be paid, in such case Benefits shall be paid pursuant to Section 817 et seq. of the Civil Code.
- 4) A person who was transported in the Insured Vehicle and sustained a Permanent Bodily Injury may ask each year for the determination of the scope of the Permanent Bodily Injury, no longer than three years after the occurrence of the Insurance Event, if such Permanent Bodily Injury has significantly deteriorated. If the new determination of the scope of such Permanent Bodily Injury is more serious than the previous one, the Insurer shall pay increased Benefits within 15 days after the delivery of complete documentation required by the Insurer supporting such new determination and completion of assessment process by the Insurer.
- 5) Benefits are payable in the local currency in the Slovak Republic.

### **Article IX Obligations in the Case of an Insurance Event**

- 1) A person who was transported in the Insured Vehicle and sustained a Permanent and/or Temporary Bodily Injury that is covered by the Insurance shall immediately consult a doctor, observe the doctor's

instructions and take all measures possible to contribute to the mitigation of the consequences of the Permanent and/or Temporary Bodily Injury.

- 2) The person who was transported in the Insured Vehicle and sustained a Permanent and/or Temporary Bodily Injury shall inform the Insurer of the Insurance Event as soon as possible, whereby the Policyholder shall provide adequate required assistance to the Injured Person.
- 3) Once the Insurer has been notified of the Insurance Event, the Insurer shall send to the Injured Person a form to report the Insurance Event that must be fully completed and immediately returned to the Insurer. All information relating to the Insurance Event shall also be immediately reported by the Injured Person to the Insurer. Granting of full data processing consent in the form provided by the Insurer by the Injured Person or in case of Accidental Death by its authorised survivors shall be a condition for further processing of the reported Insurance Event.
- 4) The person who was transported in the Insured Vehicle and sustained Permanent and/or Temporary Bodily Injury shall have all reports and opinions required by the Insurer prepared as soon as possible.
- 5) The Insurer is entitled to review the medical condition of a person who was transported in the Insured Vehicle and sustained a Permanent and/or Temporary Bodily Injury and request the medical examination of such person to be performed. The Injured Person must consent to be examined by a doctor specified by the Insurer and to the access of the Insurer to the findings of such examination. Costs related to such procedure, except compensation for lost wages, shall be borne by the Insurer.
- 6) The Injured Person must enable the Insurer to acquire all medical documentation required by the Insurer for the purpose of the Insurance. In addition the Injured Person must release all doctors who treated or examined him/her from their obligation of confidentiality, to authorise them to provide all necessary information and to grant any required written consents.
- 7) If the Permanent and/or Temporary Bodily Injury leads to death, such fact shall be without any delay notified to the Insurer, even if the Permanent and/or Temporary Bodily Injury was already reported.
- 8) If an Injured Person claims Benefits in the form of daily compensation during the period of necessary medical treatment for Permanent and/or Temporary Bodily Injury, such Injured Person shall fill in and return to the Insurer the fully completed form to report an Insurance Event along with a photocopy of a document proving disability related to such Permanent and/or Temporary Bodily Injury.
- 9) The Injured Person shall report any long-term changes of his/her health condition to the Insurer.
- 10) If any of the obligations under paragraphs 1) to 9) are violated, the Insurer may reduce Benefits based on their view of the degree of such violation.

11) In case of Accidental Death the provisions of these Insurance Terms and Conditions concerning the rights and obligations of the Insured Person shall apply accordingly to the entitled persons in the terms of Section 817 et seq. of the Civil Code (hereinafter "Survivors"). The Survivors, if claiming their right to Benefits shall in particular provide to the Insurer all documents required by the valid applicable legislation confirming the death of the Injured Person (namely the death certificate of the deceased Injured Person and medical report on the death of the deceased Injured Person and any other relevant documentation related to the death of the Injured Person required by the Insurer) in order to claim their right to Benefit. The Survivors shall also provide to the Insurer all documents required by these Insurance Terms and Conditions and the Insurance Contract and release all doctors who treated or examined the deceased Insured Person from their obligation of confidentiality and to authorise them to provide all necessary information.

#### **Article X Notification of a Insurance Event**

- 1) If the Permanent and/or Temporary Bodily Injury is sustained as the result of an Accident that must be reported by road traffic participants under the relevant generally binding regulations or if the Permanent and/or Temporary Bodily Injury is sustained abroad, the report of the Insurance Event must also contain a report on the outcome of the police investigation.
- 2) In other cases, a document proving that an Accident occurred under circumstances referred to in Article IV, paragraph 1 must be supplied. The Injured Person shall be responsible for the veracity of such document. Upon the Insurer's request, the Injured Person shall obtain written statements by persons who can provide information about the occurrence of the Insurance Event.

#### **Article XI Territorial Application of Insurance**

This Personal Injury Protection Insurance shall apply to Insurance Events that occur during the Period of Insurance within the territory of the Slovak Republic and the Czech Republic or as otherwise agreed by the Insurer and the Policyholder in the Insurance Contract.

#### **Article XII Insurance Premium**

The amount of Insurance Premium shall be specified based on the Sum Insured and perils covered taking into consideration other potential contractual terms and arrangements.

### **Article XIII Amendment and Cessation of Insurance**

- 1) Any alterations to these Insurance Terms and Conditions shall be executed in writing and communicated to the Policyholder at least 45 days before the effective date of the alteration, unless otherwise agreed. In case the Policyholder does not agree with the intended alterations thereof, the Policyholder is entitled to withdraw from the Insurance Contract within fifteen (15) days from receiving of the intended alterations of these Insurance Terms and Conditions.
- 2) If the Insurance is terminated prior to the end of the Period of Insurance, the Insurer shall be obligated to return any paid current Insurance Premium payable for the respective Insurance Term on a pro rata basis to the Policyholder. If an Insurance Event occurred the Insurer is entitled to full Insurance Premium until the end of the respective Insurance Term.
- 3) Insurance under the Insurance Contract including these Insurance Terms and Conditions shall cease by way of notice at the end of each Insurance Term. Notice must be delivered to the other contracting party no later than by six weeks prior to the expiry of the current Insurance Term.
- 4) After dissolution of the Policyholder with a legal successor by way of merger, consolidation or division of a legal entity, i.e. the Policyholder, all rights and obligations arising shall pass to the successive company. In the event of dissolution of the Policyholder without legal successor by way of liquidation, winding up or cessation of the existence of a legal entity, i.e. the Policyholder, Insurance under these Insurance Terms and Conditions shall cease to exist.
- 5) Insurance provided under these Insurance Terms and Conditions concluded for a determinate period of time shall cease upon expiry date of that determinate Period of Insurance, if such determinate Period of Insurance was agreed in the Insurance Contract.
- 6) Insurance provided under the Insurance Contract including these Insurance Terms and Conditions may be cancelled if the Insurance Premium agreed is not paid by the Policyholder within one month from delivery of the request for such payment by the Insurer, provided that the Insurance Premium was not paid by the Policyholder prior to delivery of such request. The Insurer's request shall include the warning that the Insurance will be terminated, if the Insurance Premium will not be paid by the Policyholder. The same applies if only a part of Insurance Premium was paid by the Policyholder.
- 7) The Insurance provided under the Insurance Contract including these Insurance Terms and Conditions shall be terminated also by the failure to pay the Insurance Premium for the first Insurance Term within three months as of the maturity date of the first Insurance Premium.

- 8) If the Insurer ascertains that the Policyholder has not provided material facts truthfully or completely at the time when Insurance was being agreed, the Insurer shall be entitled to withdraw from the concluded Insurance Contract, provided the Insurer would otherwise not have concluded the Insurance Contract, had the Insurer been aware of the aforesaid material facts. The Insurer shall be entitled to enforce this right within three months from the day when the Insurer discovered such misrepresentation or non-disclosure of a material fact by the Policyholder; otherwise this right becomes time-barred.
- 9) If the Insurer ascertains after the occurrence of an Insurance Event that the Insurance Event was caused by the fact which the Insurer was unable to ascertain at the negotiation of the Insurance due to deliberate false or incomplete answers and which fact was material for the conclusion of the Insurance Contract, the Insurer is authorized to refuse the payment of Benefits, while by such refusal the Insurance ceases to exist.
- 10) In connection with any change of the conditions determining the amount of Insurance Premium, the Insurer reserves the right to unilaterally adjust the amount of Insurance Premium for the next Insurance Term in cases stipulated and mutually agreed in the Insurance Contract. In such cases the Insurer shall be obligated to inform the Policyholder of the newly adjusted amount of Insurance Premium no later than 45 days prior to the end of the current Insurance Term. Where the Policyholder notifies the Insurer of his non-acceptance of the adjusted Insurance Premium for the next Insurance Term, the Insurance provided under the Insurance Contract including these Insurance Terms and Conditions shall cease to exist at the end of the current Insurance Term.
- 11) The Insurance under the Insurance Contract including these Insurance Terms and Conditions shall cease to exist (i) upon the transfer of ownership title of the Insured Vehicle to another party (unless agreed otherwise in writing by the Insurer), whereby the Policyholder shall be obligated to notify the Insurer in writing no later than by 7 calendar days after the transfer of ownership title of the Insured Vehicle to another party, (ii) Insurance under the Insurance Contract including these Insurance Terms and Conditions shall cease to exist upon occurrence of a destruction/theft of the Insured Vehicle, (iii) when the Insured Vehicle is permanently taken out of service or removed from the Motor Vehicle Register, whereby the Policyholder shall be obligated to notify the Insurer in writing of the change no later than by 7 calendar days after the occurrence thereof and to provide documentary evidence of the material fact showing the executed change.
- 12) Notwithstanding the grounds and methods of termination stated herein, Insurance Contract may stipulate further grounds and methods of termination of the Insurance Contract.

## **Article XIV General Conditions**

- 1) The facts learned by the Insurer when collecting information about the health condition of a person who was transported in the Insured Vehicle and sustained an injury may only be used for the Insurer's purposes in relation to the performance of the Insurance Contract including these Insurance Terms and Conditions, whereby in the event that the use of such information shall require written consent of such person, the granting of such consent is a condition for processing of any claim and payment of Benefits.
- 2) In the case of the occurrence of an Insurance Event, the Policyholder shall inform a person who claims for Benefits under this coverage of his/her rights and obligations stipulated by the Insurance Contract including these Terms and Conditions.
- 3) Correspondence from the Insurer intended for the Policyholder, Insured Person or the survivors of a deceased Insured Person (hereinafter "Addressee") shall be delivered by post, although it may also be delivered by way of an authorised representative of the Insurer to the last known address of the Policyholder which has been notified in writing to the Insurer.
- 4) Correspondence shall be treated as delivered on the day the correspondence is collected by the Addressee or on the day the Addressee declines to accept the correspondence. In cases where correspondence was held by a post office because the Addressee was unreachable, whereby the Addressee failed to collect the correspondence from the post office within the prescribed term, the correspondence shall be treated as delivered on the last day of this term, even if the Addressee may have been unaware that the correspondence was being held at the post office, or the day when the correspondence is returned to the Insurer as undelivered due to a change of address that the Addressee failed to report.
- 5) The Insurer is entitled to use means of alternative communication (telephone, email, SMS, fax) to correspond with the Addressee or any person entrusted by the Addressee in connection with the insurance administration, Insurance Event resolution process and product and service offers. However, these means do not replace the written form of communication where the written form is required by generally binding legal regulations or the Insurance Contract including these Insurance Terms and Conditions.
- 6) The individual provisions of these Insurance Terms and Conditions may not be deviated from unless it is specifically stated in the provisions that it is possible to do so. Any deviation from these Insurance Terms and Conditions shall be effective at the moment when it is agreed upon in the Insurance Contract by the Insurer and the Policyholder.

- 7) In the event of a conflict between the English language version of the Insurance Contract including these Insurance Terms and Conditions and any other language version, the English language version of the Insurance Contract including these Insurance Terms and Conditions shall prevail.
- 8) If the Policyholder or the Insured Person has any complaint on any matter arising in respect of these Insurance Terms and Conditions, the complaint should be submitted in writing to the Insurer at the following address, unless a different address is notified in writing to the Policyholder:

Head of Legal Risk and Compliance  
Euro Insurances Ltd.  
Ground Floor  
Lease Plan House  
Central Park  
Leopardstown  
Dublin 18  
Republic of Ireland  
Email: info@euroinsurances.net

- 9) These Insurance Terms and Conditions shall be governed by, construed and interpreted under the laws of the Slovak Republic.
- 10) All current and future taxes and fees payable in respect of the Insurance Premium shall be for the account of and paid by the Policyholder.
- 11) Any dispute arising out of these Insurance Terms and Conditions shall be brought before the competent courts of the Slovak Republic who shall have jurisdiction to hear and determine such dispute and both parties hereby submit to the decision of such courts.

### **Article XV Data Protection**

Euro Insurances Limited will hold any received personal data in accordance with its Data Protection and Privacy Policy together with all applicable data protection laws and principles of the Slovak law. Information supplied may be used by the Insurer and its partners and processors (both inside and outside the European Economic Area and include countries not providing for an adequate protection of personal data in accordance with EU law) for the purposes of administering the Insurance Contract including these Insurance Terms and Conditions (including underwriting, processing, claims handling and fraud prevention).

The Insurer may share with its agents and service providers, other insurers and their agents, and with any intermediary acting on behalf of the Policyholder, and with recognised trade, governing and regulatory bodies (of

which the Insurer is a member or by which the Insurer is governed) information the Insurer holds about any individual and their claims history. The Insurer may use private investigators to investigate a claim.

The Insurer may also need to collect sensitive personal data to assess the terms of insurance the Insurer issues or to administer claims which arise.

A person has a right of access to and a right to rectify data concerning them under Act No. 428/2002 Coll. on Personal Data Protection, as amended (the "**Data Protection Act**"). If a person wishes to exercise this right, they can write to the Data Protection Officer, Euro Insurances Limited, Leaseplan House, Ground Floor, Central Park, Leopardstown, Dublin 18. Access to such data is subject to compensation of the costs related to preparation of copies, procuring of technical carriers and sending the information to the data subject, under the terms of the Data Protection Act and such compensation is payable to the Insurer.

A copy of full Data Protection and Privacy Policy of the Insurer is available upon written request from Euro Insurances Limited, Leaseplan House, Ground Floor, Central Park, Leopardstown, Dublin 18.

The Policyholder and the Insured Person shall be obliged to provide to the Insurer personal data stated in the Insurance Contract including these Insurance Terms and Conditions (the "**Personal Data**") at a minimum in the scope, for the same purpose and in the same manner as stipulated in Section 47 of Act No. 8/2008 Coll. on Insurance, as amended (the "**Act on Insurance**") or any provision replacing it from time to time.

The Policyholder and the Insured Person grants to the Insurer their consent or agrees to procure the consent of the data subject with:

- a) the processing of personal data (including personal data on health), including its provision to third parties in relation to claim handling, debt recovery, for reinsurance and to monetary institutions for creation of pledges,
- b) cross-border transfer of personal data carried out for the purposes of insurance administration and claims handling to countries that ensure an adequate level of personal data protection, as well as to countries which do not provide an adequate level of personal data protection.

The Policyholder and the Insured Person grant the above-stated consent for the period necessary for settlement of all obligations arising from the Insurance Contract and any reviews by the Insurer. The consent cannot be

withdrawn before the expiry of such period. The Policyholder and the Insured Person are obliged to notify the Insurer of any change of Personal Data.

### **Article XVI Inception of Insurance Contract and Inception of the Insurance**

The Insurance Contract shall come into existence at the moment the proposal for conclusion of insurance contract is accepted by the addressee in the term stated for the acceptance of the proposal by the proposer, otherwise within one month as of the day when the addressee received the proposal.

The Insurance shall come into existence on the day following the conclusion of the Insurance Contract, unless otherwise stated in the Insurance Contract.

### **Article XIX Insurer's Obligations**

The Insurer shall be obligated:

- a) to honour the obligations laid down by generally binding legal regulations and other provisions of the terms and conditions of the Insurance Contract including these Insurance Terms and Conditions;
- b) where the obligation to pay Benefits arises, to provide Benefits to the extent agreed upon;
- c) to notify the Policyholder in writing of the results of an investigation and of the amount of Benefits payable, and to clarify any details at Policyholder's request;
- d) to inform the Policyholder prior to the execution of the Insurance Contract on information stipulated by Section 37 (3) of the Act No. 8/2008 Coll. on Insurance, as amended by a form on conditions of the insurance contract execution, as well as information stipulated by Section 792a of the Civil Code;
- e) to issue the insurance contract certificate ("poistka") to the Policyholder; and
- f) to notify the change of the data pursuant to Section 792a(3) and (4) of the Civil Code, as applicable.

# **SCHEDULE OF INSURANCE**

## **PERSONAL INJURY PROTECTION INSURANCE TERMS AND CONDITIONS**

Name of Policyholder: .....

Current Term of Insurance From: .....

To: .....

Next Insurance Renewal Date: .....

All other Terms and conditions remain unaltered.