

EuroGAP Insurance is governed by these Insurance Conditions (hereinafter „PP-EG“) and by the applicable provisions of the Civil Code. The terms and conditions of the insurance coverage contained in the PP-EG take priority over the provisions of law, if they are favorable for the policyholder/insured party.

The insurer - QBE Insurance (Europe) Limited, registered office: Plantation Place, 30 Fenchurch Street, London EC3M 3BD, has appointed the insurance intermediary Carlife SK, s.r.o. with its registered office at Lazaretská 8, 821 08 Bratislava, IČO: 35916745, excerpt in the Commercial Registry at the Regional Court in Bratislava I, Section: Sro, insert no. 34540/B (hereinafter „Administrator“).

## Article 1

### General Provisions

1. The obligation of the insurer to provide an insurance benefit to the policy holder/insured party is connected with the occurrence of an insured event, which is the financial loss suffered by the policyholder/insured party in connection with the occurrence of an insured event liquidated from the primary insurance as a total loss or as a case of vehicle theft, provided that all other conditions set forth in these PP-EG have been fulfilled and that premiums have been paid.

## Article 2

### Definition of Terms

For the purposes of this insurance:

1. **Primary insurance** is understood as an insurance contract of collision insurance (KASKO), valid and effective throughout the entire term of this insurance coverage, which covers the insured vehicle against risks of collision and/or natural hazards and/or theft.
2. **Primary Insurer** is understood as the insurer with which primary insurance is in effect at the time of the insured event.
  - a. For Insured Events, which occur in a period in which Primary Insurance is not in effect, no right to benefit under this insurance arises.
  - b. In case of an insured event, the policyholder/insured party is obliged to submit written confirmation of the validity of primary insurance coverage throughout the duration of the term of the EuroGAP Insurance.
3. **Purchase price of the insured vehicle** is understood as the price of the motor vehicle stated on the invoice/tax document or sale contract, relating to the insured vehicle and its manufacturer-approved equipment. The purchase price does not include any other accessories, services or fees connected with the procurement of the motor vehicle;
4. **Total loss** is such loss to the insured vehicle resulting in a claim for an insurance benefit under the primary insurance, which has been adjusted by the primary insurer as a total loss, including cases of theft, robbery, destruction, or such damage where as a consequence, the restoration of the vehicle is uneconomical or technically unjustified and the remains of the vehicle have been surrendered to the Primary Insurer or otherwise liquidated by cash sale prior to any compensation being paid under this EuroGap Insurance. In the event that a total loss payment on the Insured Vehicle is made by the Mandatory Third-Party-Liability Insurer of an at-fault third-party, provided that primary insurance was in force and the total loss would have been payable had it been settled under the primary insurance, the insured event shall be considered to have been settled from the primary insurance.

## Article 3

### Subject of Insurance

1. The Subject of the insurance is the financial loss calculated pursuant to the provisions of Clause 10 of these PP-EG, arising to the insured party in connection with a total loss of a motor vehicle or its theft, when that loss has been settled from the primary insurance.
2. Insurance applies to a motor vehicle with a valid Certificate of Roadworthiness and Registration Number, which is simultaneously covered by primary insurance.
3. The motor vehicle may be new or used, provided that on the date of concluding the insurance it has not reached 5 years from its date of first registration.
4. The subject of insurance is not a vehicle:
  - a. with a total weight in excess of 3500 kg;
  - b. with a sale price in excess of SKK 3,000,000 including VAT for a new vehicle, or SKK 1,000,000 including VAT for used vehicles; If the vehicle is a utility vehicle, these limits are SKK 3,000,000 including VAT for new vehicles and SKK 1,000,000 including VAT for used vehicles;
  - c. which is used for any of the following purposes:
    - i. car rental;
    - ii. taxi service, limousine or transporting of passengers for a fee;
    - iii. driving schools or driver instruction;
    - iv. emergency or police vehicles;
    - v. vehicles owned temporarily or otherwise (acquired on the basis of a trade or purchased for the purpose of their resale) by parties operating motor vehicle sales or service businesses.
5. The following motor vehicle makes are excluded from insurance coverage:  
Aston Martin, Bentley, Bristol, Bugatti, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Lamborghini, Lancia Thema, Maserati, Porsche, Rolls Royce, EVO type cars, limited production models and all vehicles from American manufacturers.

## Article 4

### Territorial Validity of Insurance

1. Insurance is valid in accordance with the territorial validity of the primary insurance.

## Article 5

### Inception, Changes and Termination of Insurance

1. The insurance policy is concluded from the moment of signing the EuroGAP proposal form.
2. Insurance terminates on the date agreed in the insurance policy as the expiration of insurance or as a result of one of the following circumstances, whichever occurs first:
  - a. conclusion of the notice period arising from the notice of either party, if it is effected in a period of two months after conclusion of the insurance policy. The notice period is, in this case, 8 days.
  - b. a change to the identity of the owner/possessor or lessor of the insured vehicle;
  - c. the passing of 36 months from the date agreed in the insurance policy as the inception of insurance;
  - d. termination of the primary insurance.
3. Changes to the insurance may be made only by the written agreement of the contractual parties.

## Article 6

### Insured Sum

1. The insured sum is the highest limit of insurance benefit from the insurer and corresponds with the purchase price of the insured vehicle as defined in Article 2, para 3. The insured sum may not exceed 105% of the retail price of the vehicle stated in the EuroTAX manual on the date of its purchase.

## Article 7

### Deductible

1. Insurance in the scope of these contractual insurance conditions is arranged without a deductible.

## Article 8

### Premium Payment

1. Unless otherwise agreed in the insurance policy, premium is payable within 30 days of the conclusion of the insurance policy. If the premium is not paid in the payment term, the insurer has, in accordance with Article 5 para. 2, the right to give notice of termination of the insurance policy.
2. Unless otherwise agreed in the insurance policy, premium is lump-sum single premium and the insurer is always entitled to the full amount.
3. The policyholder is obliged to pay premium on the account of Carlife SK, s.r.o. with its registered office at Lazaretská 8, 811 08 Bratislava, IČO: 35916745, upon which payment, premium is considered as paid to the insurer.

## Article 9

### Exclusions from Insurance

1. The insurance coverage does not apply to:
  - a. an insured event, if a claim for an insurance benefit does not arise on the basis of the primary insurance;
  - b. the amount by which the primary insurer has lowered an insurance benefit on the grounds of failure to fulfill contractual duties by the insured party;
  - c. the applicable deductible paid under the primary insurance unless otherwise agreed in the insurance policy;
  - d. expenses covered by other insurance or any portion of the financial loss recovered from any other source, including VAT recoveries;
  - e. reimbursement for accessories that were not installed in the insured vehicle at the time of the purchase;
  - f. subsequent damages of any kind occurring after the insured event, whether they are covered by the primary insurance or not;
  - g. theft of the vehicle by a person who has access to the keys to the insured vehicle;
  - h. a total loss occurring as the result of an accident, during which the driver was under the influence of alcohol or of other intoxicating substances or of prescription medications that could influence the ability to drive a motor vehicle;
  - i. damages resulting entirely or in part from a deliberate, illegal action of the insured party or of a third party entrusted by the insured party with the insured vehicle.

## Article 10

### Insurance Benefit

1. The insurance benefit under these terms and conditions of insurance corresponds to the difference between the insured sum and the general value of the vehicle as calculated by the primary insurer as the insurance benefit, excluding any financial amount on the invoice, tax document or sale contract for the acquisition of the vehicle that relates to other accessories, fees (including inter alia financing and insurance products), services or any amounts that are not directly connected with the purchase of the insured vehicle.
2. The insurance benefit may not exceed the difference between the insured amount of the vehicle stated in the insurance policy and the retail price in accordance with the EUROTAX manual at the time of the occurrence of the total loss of the insured vehicle.
3. The maximum insurance benefit is SKK 750,000 for a new vehicle and SKK 500,000 for a used vehicle.
4. **Primary Insurance Deductible Reimbursement:** If it is agreed in the insurance policy, this insurance also applies to the financial loss incurred by the insured in respect of the deductible amount contracted under the primary insurance, and this in the amount stated in the insurance policy, with a maximum benefit of 5% of the general value of the vehicle assessed by the primary insurer or 100,000 Sk, whichever is the lesser.
5. Where the primary insurance deductible is recoverable from other insurance, the insurer shall not be obliged to provide compensation in relation to para. 4 of this Article.
6. In no event shall the combined compensations under the Primary Insurance and this EuroGap Insurance plus any amounts recovered from the liquidation of the remains of the vehicle be allowed to exceed the Insured Sum.

## Article 11

### Insured Event and Asserting Rights [to benefit]

1. In the case of an insured event, without undue delay, the insured party must notify the police of the Slovak Republic (or relevant authorities if the event occurs while temporarily abroad) and submit a full and truthful report on the cause of the event and on other circumstances of the event for the purpose of the liquidation of the insured event by the primary insurer.
2. Without undue delay after the occurrence of an insured event, the insured party shall report the claim for an insurance benefit, shall state the details involving the cause and other circumstances of the insured event, and shall cooperate with the insurer in the investigation of the insured event.
3. The Administrator may, at the Insurer's expense, appoint an expert appraiser or legal counsel to assist the Insured in presenting their claim under the Primary Insurance. Failure of the Insured to cooperate with the Administrator or its appointed appraiser or counsel may be grounds for the Insurer to reduce or refuse compensation.
4. When filing a claim for an insurance benefit, the insured party must submit to the insurer:
  - a. the invoice (tax document) for the insured vehicle or the leasing contract;
  - b. records from the primary insurer documenting the date of the occurrence and the cause of the damages to the insured vehicle, the amount of damages and the acknowledgement and payment of the damages (adjustment report), or the report of the primary insurer on termination of the investigation of the insured event and the amount of the insurance benefit paid.
5. The insured is obliged to report to the insurer, without any unnecessary delay, the discovery of a lost vehicle which was the subject of an insured event. The insurer has the right for repayment of insurance benefits, in the amount that the financial value realised from sale of the recovered vehicle exceeds the benefit received from the primary insurance, less any part of the primary insurance deductible for which compensation was not provided under Article 10. para. 4.

## Article 12

### Payment of Benefit

1. Payment of the insurance benefit is due within 15 days, once the insurer has completed the investigation needed for determining the amount of benefits it is required to pay and has received from the policyholder/insured party the completely filled out documents that it has requested from the policyholder/insured party during the investigation of the insured event and after receipt of documentation of the amount of insurance benefit paid by the primary insurer.

## Article 13

### Personal Data

1. During the term and validity of EuroGAP insurance coverage, the insurer and the administrator undertake to handle the personal data of the policy holder/insured party in accordance with Act No. 428/2002 on the Protection of Personal Data, as amended.
2. The personal data of the insured party are information required in order for the insurer to administer the insurance policy and in order to be able fulfill duties arising from the insurance policy and legal requirements. This information is, under usual circumstances, provided by the insured party or by the company with which the insurance company is cooperating. Personal data may be used for marketing and for customer analysis, commercial and methodological development, statistics and risk management, marketing and customer services. For the aforementioned purposes, this information may also be provided to other companies the insurer is cooperating with for the conclusion and the performance of the object of the insurance policy, or to supervisory authorities that require this data. The insured party is entitled to obtain information from the insurer about what personal data of the insured party the insurer is using. In this case, the insured party shall submit a written request, which shall be sent to the address of the administrator.

## Article 14

### Notice for Customers

1. If you are an insured party or any other authorized party, and if you have a complaint against the administrator of EuroGAP insurance (Carlife SK, s.r.o.) involving the conclusion or administration of EuroGAP insurance or insurance benefits under this policy, you may file that complaint in accordance with relevant legislation to the authorities that monitor the activities of insurance companies in the Slovak Republic.

## Article 15

### Concluding Provisions

1. All legal relations arising from this Agreement are governed by the legislation of the Slovak Republic. Any dispute relating to this Agreement shall be resolved by the mutual agreement of the contractual parties. If the parties fail to agree, the courts of the Slovak Republic shall settle the dispute.
2. These PP-EG are valid from 01 09 2007.

EuroGAP® is protected trademark in the Slovak Republic, reg. no. 214346, owner Carlife PMP spol. s r.o., Senovážné nám. 8, Praha, Czech Republic.