

GENERAL TERMS AND CONDITIONS FOR CONCLUDING INSURANCE CONTRACTS THROUGH THE WEBSITE OF EUROINS INSURANCE COMPANY AD

Art. Art. 1. (1) These General Terms and Conditions determine the relations between "Euroins Insurance Company" AD (the "Company" or the "Insurer") and the user of insurance services in connection with the conclusion of a distance insurance contract through the Insurer's website.

(2) The relations regarding the insurance coverage of the insurances shall be governed by the specific insurance contracts and the General Terms and Conditions applicable to them, which shall be provided separately to each of them.

I. Definitions

Art. 2. (1) For the purposes of these General Terms and Conditions:

1. "Insurer" is the person who is a party to the insurance contract and who owes payment of the price of the insurance contract.
2. "Insured" is the person whose property goods are subject to insurance protection under the insurance contract.
3. "Electronic statement" is a verbal statement presented in digital form through a generally accepted standard for transformation, reading and presentation of information, including one that does not contain verbal information.
4. "Electronic document" is any content stored in electronic form and containing an electronic statement.
5. 'electronic signature' means data in electronic form which are added to other data in electronic form or logically related to them and which are used to sign it, including the action of ticking, entering data or pressing a button to continue the actions in the process of concluding the insurance contract.
6. "Advanced electronic signature" is an electronic signature that allows the identification of its holder and is linked to it in an indisputable way, including by entering confirmation data sent to an email address, telephone number or unique code specified by the titular on the Insurer's website.
7. "Qualified electronic signature" is an advanced electronic signature that is created by a qualified electronic signature creation device and is issued by a qualified certification service provider.

II. Electronic conclusion of the insurance contract

Art. (1) The insurance contract concluded through the website of the Insurer shall be in the form of an electronic document concluded at the proposal of the Insurer.

(2) The questionnaires, pre-contractual information, information documents, notifications and the General Product Terms and Conditions upon conclusion of an insurance contract through

the website of the Insurer shall be issued, stored and processed in electronic form and shall be in the form of an electronic document.

(3) An integral part of the contract and the process of its conclusion are all electronic statements made by the insurer in the process of concluding the insurance, including filling in data, placing ticks.

(4) Electronic documents and electronic statements shall be stored in electronic form and in the relations between the parties to the contract, including with the insured, shall have the force of original written documents and statements.

(5) The written form shall also be deemed to have been complied with when the insurance premium has been paid by credit or debit card, issued in the name of the insurer.

Art. 4. In the process of concluding the insurance contract, the set of actions, including the placement of bookmarks at the designated places, the pressing of a button to pass the next window and the filling in of data, constitute a signing with an electronic/advanced electronic signature, which in the relations with the Insurer on the occasion of the conclusion of an insurance contract enjoys the power of a signature handwritten by the insurer.

Art. 5. The electronic signature and the electronic document may not be contested by the parties or by the insured neither in terms of form nor in terms of content, solely on the grounds that they are in electronic form.

Art. (1) The conclusion of the contract in electronic form shall not be an obstacle for the insured or the insurer to request the provision of the insurance policy or insurance certificate on paper, including in cases where the issuance in such a form is not explicitly provided for by law.

(2) The documents issued on paper under para 1 shall not have to bear the signature of the insurer or the insured person.

Art. 7. Electronic documents created and stored at the conclusion of a distance insurance contract shall have equivalent effect for the parties to that issued at the conclusion of the insurance contract in an office of the Insurer or through an insurance intermediary.

Art. 8. The conclusion of the distance insurance contract through the website of the insurer ends with the successful payment of the insurance premium through the virtual POS terminal on the page.

Art. 9. Immediately after the completion of the process of concluding the insurance contract, the insurer receives at the e-mail address specified by him a confirmation of the concluded insurance contract and the same in the form of an electronic document, together with the General Terms and Conditions applicable to it.

III. Price of the insurance contract concluded through the website of the Insurer

Art. (1) The price of each insurance product offered through the website of the Insurer shall be determined according to the selected product and the options and coverages chosen by the Insurer.

(2) The final price due by the Insurer in connection with the selected insurance product shall be displayed on the Insurer's website immediately before its payment.

(3) Additional fees and expenses may be due in connection with the sending of documents under the insurance contract on paper to the address of the insurer or the Insurer, where such are explicitly specified in this section.

Art. (1) The final price of the insurance shall include the insurance premium and a tax on the insurance premium in the amount of 2 per cent on the premium. The insurance premium under insurance concluded through the website of the insurer shall not include and shall not be charged commission remuneration or other remuneration for mediation.

(2) In the event that the Insurer wants to conclude with the Insurer a contract for insurance "Third Party Liability" of motorists, the amount due also includes the value of the sign certifying the existence of an insurance contract, which is issued by the "Guarantee Fund", as well as contributions to the "Fund for Uninsured Vehicles" and "Security Fund", created and managed by the "Guarantee Fund". The value of the sign, as well as the contributions to the said funds are determined by the "Guarantee Fund". fund".

(3) The price of the insurance written before the conclusion of the contract shall be the sum of the values of all amounts due in connection with the specific insurance and referred to in this Article and shall be the final price payable by the insurer under the insurance contract.

Art. (1) In the event that the insurer has concluded an insurance contract for motor third party liability insurance, sending by courier to the address of the insurer of the insurance contract, the "Green Card" and the sign (sticker) issued by the Guarantee Fund shall be at the expense of the Insurer and no additional fees or expenses shall be charged for this.

(2) In the event that the insurer has concluded an insurance contract other than motor third party liability insurance and wishes to receive it on paper, he/she shall bear at his/her own expense the costs of the courier service. They shall be determined by the respective courier service at a tariff announced by it and shall not be included in the final price of the insurance service under Art. 11, Al. 3 above. Other fees and expenses in connection with sending the insurance contract on paper are not due.

(3) In case of withdrawal from an insurance contract for motor third party liability insurance, the insurer shall bear at his own expense the courier costs for returning the documents issued and sent to him. The sending of the documents to the Insurer will be considered a non-fulfillment of the obligations of the insurer provided for by the law and the refusal of the insurance contract will not take effect.

Art. 13. Additional fees may be charged by the servicing bank in connection with the payment of the insurance premium through the virtual POS terminal on the Insurer's website. The fees are charged according to the tariff of the servicing bank and are not included in the final price of the insurance contract.

IV. Payment of amounts due

Art. 14. The total price of the insurance contract is paid in the process of concluding the contract on the Insurer's website, through a virtual POS terminal. For payment through the POS terminal on the Insurer's website, the latter does not charge the additional fees. Such fees are due only to the servicing bank and according to the tariff of fees adopted by it.

Art. Art. 15. (1) The virtual POS terminal shall be maintained and serviced by the bank through which it is provided. The process of accepting and approving the payment shall be fully controlled by the servicing bank.

(2) In the event that the payment of the insurance premium is not accepted by the servicing bank, the conclusion of the insurance contract cannot be made through the website of the Insurer. In this case, the insurer may start the process of concluding the insurance contract at the office of the Insurer.

Art. (1) All disputes regarding payment through the virtual POS terminal on the Insurer's website shall be resolved through the banks servicing the payment.

(2) In the event that after the dispute under para 1, the servicing POS terminal bank requires reimbursement of the amount paid to the Insurer, the insurance contract, when different from a contract for motor third party liability insurance, shall be terminated as of the date of reimbursement to the servicing bank. In these cases:

1. When the insurance coverage has not started to run and the insured or the insurer has not required the issuance and sending of the documents on paper, the contract shall be terminated and the insurer shall not owe an insurance premium to the Insurer. In case documents are requested and sent, the Insurer owes the Insurer costs for their issuance in the amount of the actual costs incurred;

2. When the insurance coverage has started to run before the date of reimbursement, the Insurer owes a refund to the Insurer of the amount corresponding to the period for which the Insurer has borne the insurance risk;

3. When, by the time of reimbursement, an insured event has occurred under the insurance contract, the insurer owes to the Insurer the entire insurance premium provided for the respective contract.

(3) In the event that after raising a dispute under para 1, the bank servicing the POS terminal requires reimbursement of the amount paid to the Insurer under the motor third party liability insurance, the relations regarding the restored insurance premium and the effect of the contract shall be settled in any of the following ways:

1. When the insurance coverage under the contract has begun to run, the contract may be terminated only in the cases provided for by law. In the event that the contract cannot be terminated, the insurer owes the Insurer the payment of an insurance premium for the relevant period in which the latter bears the insurance risk, and in the event of an insured event – the entire premium, provided for in the insurance contract, including reimbursement of the fees for the issued sign (sticker) by the Guarantee Fund, the contributions to the Uninsured Vehicle Fund and the Security Fund, as well as the courier costs for sending the insurance contract.

(4) In the cases under para 3 and para 4, the insurer owes a refund of the amounts within 14 days from the receipt by the insurer of the contested amount.

V. Entering data and providing information in the process of concluding the insurance contract through the website of the Insurer

Art. Art. 17. (1) In the process of concluding the insurance contract through the Insurer's website, the Insurer fills in data and provides information that is evaluated by the Insurer to determine its needs and to assess the insurance risk. The data and information also serve to determine the insurance premium under the concluded insurance contract and to determine the subject and coverage under the insurance contract.

(2) The data entered by the insurer constitute circumstances essential for determining the insurance risk, provided in the form of electronic statements of the insurer and are an integral part of the insurance contract.

(3) The data and information must be indicated fully and correctly as requested by the Insurer in the process of concluding the insurance contract.

(4) Inaccurate or omitted data and information shall be important for the validity and operation of the insurance contract as provided for in the insurance contract and in the Insurance Code.

Art. 18. The data and information entered by the insurer in the process of concluding the insurance contract are an integral part of it.

VI. Issuance of the insurance contract on paper

Art. 19. Insurance contracts concluded through the website of the Insurer are concluded in the form of an electronic document. A paper carrier of the insurance contract is issued only upon an explicit request by the insurer or the insured person and sends himself to the address explicitly specified for this.

Art. (1) Without the need for an explicit request for this, only the contract for motor third party liability insurance shall be issued on paper, together with the attached sign (sticker) by the Guarantee Fund, a coupon for a concluded contract for motor third party liability insurance, a Green Card and a bilateral statement of findings for road accidents.

(2) All documents issued in connection with the concluded insurance "Third Party Liability" of the motorists shall be sent within three working days from the conclusion of the contract to the address specified by the insurer.

(3) The re-sending of the documents due to incomplete or incorrect indication of the address by the insurer shall be at the expense of the same.

(4) In the event that for a reason independent of the actions or the will of the Insurer, the Insurer does not receive the documents issued in connection with the contract, he is obliged to contact the nearest office of the Insurer for their receipt.

Art. 21. The issue on paper of the insurance contract and the annexes thereto does not affect the validity of the concluded contract. The latter takes effect between the Insurer and the insurer from the moment of its conclusion, and the insurance coverage begins to run from the date specified for the beginning of the coverage in the insurance contract.

VII. Right of withdrawal from the distance insurance contract

Art. (1) The insurer shall have the right to withdraw from the distance insurance contract within 14 (fourteen) days from the date of receipt of the confirmation of the concluded insurance.

(2) The right of withdrawal from the concluded insurance contract is separate and different from the right to terminate the insurance contract. The latter may be exercised in accordance with the General Terms and Conditions of the respective insurance product and/or the legal conditions for this.

(3) In connection with the exercise of the right of withdrawal, no fees and/or penalties shall be charged to either the insurer or the insured.

Art. 23. In the event of withdrawal from the insurance contract, the following amounts may be deducted from what has been paid under the concluded insurance contract:

1. Where the insurance coverage under the contract has started before the date of the refusal, the Insurer owes an insurance premium in proportion to the time until the refusal is received, during which the Insurer has borne the insurance risk;

2. When, before receiving the waiver by the Insurer, an insured event has occurred, the Insurer owes to the Insurer the entire insurance premium provided for in the insurance contract;

3. When a waiver of an insurance contract for motor third party liability insurance has been exercised, the Insurer shall owe the Insurer the fee for the sign issued by the Guarantee Fund, the contributions to the Uninsured Vehicle Fund and the Security Fund;

4. When a waiver of an insurance contract has been exercised, which is issued or issued on paper and is sent to the address of the insurer before receiving the refusal, the insurer owes to the Insurer the costs of the courier service.

(1) The right of withdrawal may be exercised by the insurer by preparing a handwritten signed request for this in free text, with an explicit indication that the person wishes to exercise his right of withdrawal from the specific insurance contract concluded at a distance and sends it to the address of the Insurer as follows: Sofia, P.O. Box 1592, 1592 Tsarigradsko shose Blvd. 43 Christopher Columbus.

(2) For the proper exercise of the right of withdrawal from a distance contract for insurance "Third Party Liability" of motorists, the insurer shall send, together with the request under para 1 and the received documents on paper, including: the insurance policy, **non-stick** sign (sticker) for the insurance issued by the "Guarantee Fund" and the certificate "Green Card".

(3) The request shall indicate the bank account to which the person requests reimbursement of the amount to be refunded.

25. The right of withdrawal from the concluded insurance contract may not be exercised in respect of insurance contracts in relation to baggage, travel or other short-term insurance contracts with a period of less than one month or in respect of insurance contracts under which the insured or third beneficiary has made a claim for payment of insurance indemnity prior to the withdrawal of the insurance contract.

VIII. Refund of amounts paid to the insurer

26. The amounts paid by the Insurer in connection with the circumstances specified in these Terms and Conditions shall be refunded, as well as in the event of termination of the relevant

insurance contract in accordance with the applicable General Terms and Conditions and/or in accordance with the conditions laid down therein by law.

27. Refundable amounts shall be refunded within 30 days:

1. From the date of receipt by the Insurer of the request for withdrawal from the insurance contract concluded at a distance;

2. From the date of occurrence of the circumstances related to the termination of the insurance contract;

3. From the date of receipt of notification by the Insurer of the occurrence of other circumstances requiring the return of amounts paid by the Insurer.

(1) In the event that the amount is refunded within 30 days from the conclusion of the distance insurance contract, the Insurer shall refund the amount to the card through which the refund has been paid.

(2) In the event that the amount is refunded within more than 30 days from the conclusion of the distance insurance contract, the Insurer shall refund the amounts to a bank account explicitly specified by the insurer. The Insurer shall be liable in case of incorrect or inaccurate indication of the bank account, as well as in case he indicates a bank account of another person.