

Terms of ZAD Allianz Bulgaria for the conclusion of remote car insurance

Call us on 070013014 office@allianz.bg

Claims www.allianz.bg/bg_BG/ individuals/claims-andservice.html On the grounds of the Insurance Code (IC), having regard to the Provision of Remote Financial Services Act (PRFSA), these Terms of ZAD Allianz Bulgaria for the conclusion of remote car insurance (Terms) define the relationship between ZAD Allianz Bulgaria and you upon and with regard to taking out remote car insurance using the Online application available at Allianz.bg.

These Terms contain:

- information about pre-contractual information under the IC and PRFSA, including a method to calculate and pay the price of the Remote Insurance, as well as terms for exercising the right to cancel the Remote Insurance;
- procedure for the conclusion of Remote Insurance;
- responsibilities of the parties upon and with regard to the conclusion of Remote Insurance;
- definitions.

These Terms are applicable to distribution through an <u>Online application</u> available at Allianz.bg of mandatory motor "Third-party liability" and "My Car" insurance from ZAD Allianz Bulgaria.

The terms used (capitalized) have the meaning according to the Definitions below. The pronouns "you" and "your" refer to you as the "Insuring party", including where you are in the capacity of a user under the PRFSA, and "we", "our", and "Insurer" refer to ZAD Allianz Bulgaria, incl. where we are in the capacity of a provider under the PRFSA. The Insuring party can be a natural person or a legal entity, and, depending on this, a part of the information in the Terms may not be applicable to you.

All definitions and abbreviations from the "My Car" handbook are applicable to these Terms, and where you are only concluding the mandatory motor "Third-party liability" insurance, the definitions of the IC are applied.



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1. Who are we?

ZAD Allianz Bulgaria is an insurer conducting insurance activity in accordance with Certificate No 001-O3 of 14.07.2016 of the Financial Supervision Commission (FSC). The FSC is the specialized state authority for regulation and supervision of the activity of insurers. For more information about the FSC, incl. contact data, see the www.fsc.bg website. For more information see the Pre-contractual information under the Insurance Code for ZAD Allianz Bulgaria.

2. What Remote Insurance do we offer?

Through an <u>Online application</u> available at Allianz.bg, you have the option to conclude the following Remote Insurance:

the mandatory motor "Third-party liability" insurance. The terms of the mandatory motor "Third-party liability" insurance are specified in the IC;

"My car" insurance. "My Car" insurance is a combined insurance product which provides coverage under the mandatory motor "Third-party liability" insurance and additional voluntary insurance covers according to the Insurance package selected by you, the Terms and Conditions of which are included in the "My Car" handbook.

Remote insurance can be concluded only for a MV which is a passenger car under the Road Traffic Act.

Remote Insurance cannot be concluded:

for mandatory motor "Third-party liability" insurance, incl. where it is a part of the coverage under "My Car" insurance, for a period shorter than 1 year; with regard to retrofitted equipment on the MV which is to be included in the insurance coverage under Casco within "My Car" insurance.

In the event that you are interested in insurance which is not offered through the <u>Online application</u> available at Allianz.bg, you can get information from our <u>Website</u> or visit one of our <u>Structural units</u> of your choice.

3. How is the price of Remote Insurance determined?

Insurance premium

The insurance premium of Remote Insurance is calculated based on the object of insurance, insurance coverage and other specific parameters chosen by you (such as make and model of the MV and the purpose it is used for, driver's age, number of prior insurance claims with regard to the MV, etc.). For the payable insurance premium to be calculated, you need to enter correct data, and any



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Taxes and installments to the Guarantee Fund

The Insurance premium is taxed with a 2% tax under the Tax on Insurance Premiums Act.

For the mandatory motor "Third-party liability" insurance, including where it is part of the coverage under "My Car" insurance, you make installments to the Fund for uninsured MV and the Security Fund of the Guarantee Fund (GF). All amounts due, together with the insurance premium, are indicated on a separate line in the insurance policy.

Costs

Where the insurance premium is paid once in full, the costs of delivery of documents under the Remote Insurance are at our expense. In case of deferred payment of the premium, the costs for delivery of GF marking and "Green Card" certificate matching the period of the deferred part of the insurance premium are at your expense.

We do not charge an additional fee for payment using the Virtual POS terminal. Regardless, the issuer bank of the card may charge a fee for each card operation, so we advise you to contact your servicing bank if you need further information.

In the event that the price of the Remote Insurance also includes other components, we will expressly notify you about the grounds for them, their type and amount.

After all required data is fully and correctly entered and before you finally confirm your wish to take out the Remote insurance, we will inform you about the total price due from you.

Order and method of payment

The insurance premium for the Remote Insurance is defined and paid in Bulgarian leva, regardless that the insurance amount for Casco within "My Car" insurance may be agreed in Euro. For information purposes, the Online application available at Allianz.bg allows converting the insurance premium in Euro.

The insurance premium for the Remote Insurance, incl. its first installment, is paid through a Virtual POS terminal to which we will direct you. When payment is made through the Virtual POS terminal, we do not have access to information about your debit/credit card. The sequential installments of deferred insurance premium owed by you can be paid:



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- with a credit/debit card using the Virtual POS terminal;
- with a credit transfer to our bank account;
- using direct debit from your account with Allianz Bank Bulgaria;
- remotely through Epay or
- in cash at one of the branches of EasyPay.

4. What is the procedure for conclusion of Remote Insurance?

Before requesting the conclusion of Remote Insurance, you should familiarize yourself with the pre-contractual information under the IC and the PRFSA, these Terms, the Notice on protection of personal data, as well as the "My Car" handbook (where applicable). You could also read the documents in the process of concluding the Remote Insurance using the Links we have provided to you.

The process of conclusion of Remote Insurance does not require you to register in the <u>Online application</u> available at Allianz.bg, you need to perform in sequence the **4 steps** described:

Step 1: MV and owner

You can submit an insurance suggestion, requesting from us a quotation for mandatory motor "Third-party liability" insurance or "My Car" insurance. Even if you request to receive a quotation for "My Car" insurance, you can select to conclude only mandatory motor "Third-party liability" insurance at the next steps.

In order to prepare the quotation for the insurance required by you, we need you to answer the questions asked regarding your requirements and needs and regarding the risk assessment, and to enter correctly the information required from you. In the event of entering incorrect, incomplete and/or inaccurate data, the <u>Online application</u> available at Allianz.bg may not permit you to proceed to the next step for the conclusion of Remote Insurance or you may receive a system message prompting you to contact us.

Step 2: Your quotation

We will offer you a quotation for the conclusion of Remote Insurance based on the parameters stipulated by you. We may suggest various insurance covers, payment options and others for you to choose from. If you wish to continue with the conclusion of insurance later, but do not wish to re-enter the insurance suggestion, you can provide an email address to which we will send you the quotation. The quotation suggested by us will be valid for a period of 30 days



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Step 3: Final details

If you accept our offer, you need to provide additional data (such as MV chassis, your full name, etc.), so that we can prepare your insurance policy. If, when entering the data, the <u>Online application</u> available at Allianz.bg identifies an error (such as invalid format of Personal No, email address, telephone number, or inconsistence between the data filled out by you and the data we possess or have received from the GF), you will receive a system message with instructions to enter correct data or contact us.

The <u>Online application</u> available at Allianz.bg will provide you with an option to verify all the data you have entered, and, if necessary, to correct it, after which to confirm it.

You should provide the respective declarations and consents under the Remote Insurance. In the absence of a declaration or consent which is marked as mandatory, you will not be able to proceed to the next step to conclude the Remote Insurance.

Step 4: Your policy

In the event that the data is correctly entered and you have provided the respective declarations and consents, the <u>Online application</u> available at Allianz.bg will direct you to the Virtual POS terminal for payment of the due insurance premium or the first installment to it.

Upon successful payment, you will immediately receive:

- payment confirmation in the Online application available at Allianz.bg;
- an automatically generated email containing information about the date and time when the insurance coverage under your Remote Insurance becomes effective, which can be no earlier than 00:00 on the day following the day of successful payment on your part. The email, which does not require your reply, contains the "My Car" handbook (where applicable) and these Terms, each signed with a qualified electronic signature of the Insurer, a draft of your insurance policy, and a Link to the pre-contractual information under the IC (Information about the insurer and Information document on the insurance product).

Within 3 business days, we will deliver your insurance policy in 2 instances signed by us, a marking of the GF, a "Green Card" certificate, specimen of a Bilateral Protocol of Findings (BPF) for a traffic accident to the correspondence address indicated by you, as well as a declaration regarding the "My Car"



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If you are not found at the correspondence address within the delivery deadline, if access or conditions for delivery of the insurance policy and its accompanying documents are not provided, we are relieved of the obligation to deliver the documents and do not bear any responsibility for the possible negative consequences for you. We also bear no responsibility in the event of delay of delivery for reasons within the responsibility of the courier company. We do not bear any responsibility for any administrative or other sanctions or responsibilities imposed on you when using the MV before you have received the insurance policy accompanied by a marking of the GF, a "Green Card" certificate, and a specimen of the BPF.

If you have selected the Plus, Extra or Max Insurance Package for "My Car" insurance (except where it involves Renewal of the Insurance), in order to have a valid insurance cover, you need to take photos of the MV no earlier than 5 days before and no later than 2 days after the start of the Period of insurance coverage under the Remote Insurance and provide them to us. At the mobile telephone number or the email address you have indicated, you will receive a Link to an Online application to use to send the photos. We will guide you to take the photos, and if you are having technical difficulties when uploading the photos of the MV or if the quality of the uploaded photos is not good enough, we will inform you about the need to perform a viewing of the MV, and we will take the photos. If you submit an insurance claim under Casco and it is found that you have not provided to us the photos described above in a timely manner, we may refuse payment with regard to the claim.

5. What are the obligations of the parties to these Terms?

With regard to the conclusion of Remote Insurance, you:

• have the right, throughout the effective period of the Insurance and with your expressly stated wish for this, to receive the pre-contractual information



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- undertake to use the <u>Online application</u> available at Allianz.bg, in accordance with current legislation, and the <u>Terms of use of the Allianz Bulgaria website</u> (www.allianz.bg);
- bear responsibility for the truthfulness of provided information and declared circumstances, as well as the provision of personal data to third parties.

Termination of Remote Insurance

The Remote Insurance is terminated under the conditions and in the manner of the IC and "My Car" handbook (where applicable).

Right to cancellation

If you are in the capacity of a user under Art. 7, para. 2 of PRFSA (natural person, who, as a party to the Remote Insurance, acts outside his/her commercial or professional activity), without indicating a reason and without owing any compensation or penalty, you may exercise your right to cancel the Remote Insurance within 14 days from the date of its conclusion. The right of cancellation may be exercised with a written free-form statement sent to us at the address: city of Sofia, 16 ul. Srebarna, or email address: 001@allianz.bg. You can address questions regarding the right of cancellation to the telephone line 0700 13 014.

If you wish for the effective period of the Remote Insurance to commence before the expiration of the period for exercising of your right to cancel, you must provide your express consent for this in the process of conclusion of the Insurance, and in this case, you will not forfeit this right.

If the effective period of the Remote Insurance has commenced and you exercise your right to cancel, provided that no insured event has occurred, you owe the part of the insurance premium and the tax on it for the period in which we have borne the risk, as well as the administrative costs incurred, incl. the value of the GF marking, the "Green Card" certificate, and the contributions to the GF.

If implementation of the Remote Insurance has not commenced, we will return the total price paid by you.

The amount due from us will be reimbursed to the bank account stipulated by you within 30 days of receiving your notice of cancellation.

To exercise your right to cancellation under the mandatory motor "Third-party liability" insurance, incl. where it is part of the coverage under "My Car" insurance, you must return to us the received insurance policy, the "Green



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We make sure that the information in the <u>Online application</u> available at Allianz.bg is kept true and current.

We do not guarantee that access to the <u>Online application</u> available at Allianz.bg will be uninterrupted, timely, safe and free of errors, insofar as this is beyond our capabilities, control, and will. We do not bear responsibility for failure to provide access to the <u>Online application</u> available at Allianz.bg, as well as for failure to process or process in a timely manner suggestions for the conclusion of Remote Insurance and other requests through the <u>Online application</u> available at Allianz.bg, upon occurrence of circumstances beyond our control – Force Majeure, chance events, problems in the global Internet network, and in the provision of services beyond our control.

We bear no responsibility for data and information provided inaccurately or incorrectly by you in the process of providing a quotation and concluding Remote Insurance.

6. What else do you need to know about Remote Insurance?

Applicable law and language

The Remote Insurance is concluded and communication regarding it is conducted in the Bulgarian language.

For all matters not settled in these Terms, the current Bulgarian legislation will apply.

Any disputes arising with regard to these Terms are resolved voluntarily, and where agreement is not reached – by a competent Bulgarian court.

Correspondence address

In the process of concluding Remote Insurance, you should indicate a correspondence address, a mobile phone number and email address for the purposes of our business relationship where you will receive notices from us. Every use of the email address with regard to the Remote Insurance will be considered as made by you and will be binding upon you, regardless whether you have permitted and/or approved its use.

You must notify us about any change to your full name, company, name, mobile telephone number, email address and correspondence address. In the event that you have not complied with this obligation or provide false information, each written statement by us sent by us to the mobile telephone number, email address or correspondence address last announced by you to



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Claims www.allianz.bg/bg_BG/ individuals/claims-andservice.html us will be considered handed and received by you with all legal consequences envisaged by law or in the Insurance.

Guarantee Fund

In compliance with the current legislation about the mandatory motor "Third-party liability" insurance, incl. where it is a part of the cover under "My Car" insurance, you must make contributions to the GF. The amount of contributions is established by the FSC and they are included in the total price of the Remote Insurance.

For more information about the FSC see the www.guaranteefund.org/bg website.

Personal data

We process personal data provided by you upon concluding the Remote Insurance on the grounds and for the purposes indicated in the <u>Personal data protection notice</u>.

Definitions

For the purposes of these Terms, the following definitions will apply:

Remote Insurance is insurance concluded between the Insurer and the Insuring party as a part of a system for the provision of financial services remotely organized by the Insurer, where, from the sending of the suggestion to the conclusion of the Insurance, the parties use remote communication means exclusively – one or more.

Website is a separate site in the Internet global network accessible through its unified address using a standard protocol and containing files, programs, text, sound, visuals, images, links or other materials and resources.

Webpage is a constituent or separate part of a Website.

Link is an Internet address displayed on a Webpage which allows redirecting to other Webpages on the same Website or to other Websites or resources on the Internet global network, by clicking on this link.

Online application available at Allianz.bg is an Internet-based system (platform), through which the Insurer provides an option for the Insuring party to conclude Remote Insurance. The portal is available through a Link on the Insurer's Website or through direct loading of the Allianz portal Webpage.

Virtual POS terminal is a system for accepting of direct payments using debit and/or credit cards over the Internet without physically presenting the card, where the transactions are conducted in accordance with the programs for the safety or participants in systems for electronic payments.



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7. Final provisions

These Terms were adopted by decision of the Board of Management of ZAD Allianz Bulgaria of 14 February 2021 and are available in the <u>Online application</u> available at Allianz.bg.

These Terms comprise an integral part of the Remote Insurance. In the event of any inconsistency between these Terms and the "My Car" handbook, these Terms will prevail.

We'd love to help.

Call us on 0700 13 014 or visit us at allianz.bg

The Alliant Team