



TERMS AND CONDITIONS FOR ROADSIDE ASSISTANCE INSURANCE

INTRODUCTORY PROVISIONS

Expressions used in Roadside Assistance Terms and Conditions (hereinafter referred to as: the Terms) shall mean as follows:

- 1) „**Insurer**“ – Dunav Insurance Company a.d.o.
- 2) „**Policyholder**“ – person who has concluded an Insurance Contract with the Insurer,
- 3) „**Insured**“ – person who is entitled to roadside insurance indemnity under the concluded Insurance Contract
- 4) „**Policy**“ – document evidencing insurance agreement.
- 5) „**Premium**“ – amount to be paid by the Policyholder for coverage under the Insurance Contract,
- 6) „**Insured event**“ – future and uncertain event beyond the control of the Policyholder or Insured caused by the insured risk and resulting in damage covered by Insurance Contract.
- 7) „**Drive or travel abroad**“ – each crossing over the border of the Republic Serbia in the insured vehicle provided that each stay abroad shall not exceed twelve consecutive weeks.
- 8) **Insurance package** – selected scope and amount (limits) of insurance coverage in accordance with provisions herein (Bonus, Bonus plus and VIP)
- 9) **Contract partner of the Insurer**- legal entity with whom the Insurer has stipulated an Agreement on business cooperation for the provision of assistance services according to agreed scope of insurance coverage.

GENERAL PROVISIONS

Article 1

- (1) Provisions laid down herein shall apply to insurance of roadside assistance to driver and passengers during drive in motor vehicle, which is necessary due to occurrence of the following risks:
 - 1) **vehicle breakdown** - flat tire, mechanical, electric and/or electronic failure due to which the vehicle is not roadworthy or fit for safe drive,
 - 2) **traffic accident** – accident that occurred on the road or started on the road, involving at least one vehicle in motion and where at least one person was killed or injured or which resulted in material damage,
 - 3) **damage caused by sudden external thermic or chemical effects,**
 - 4) **fall or impact** of object,
 - 5) **fire** – sudden and unexpected fire to the vehicle caused by fire starting outside or inside the vehicle,
 - 6) **lightning strike,**
 - 7) **explosion,** except for nuclear explosion,
 - 8) **storm,**
 - 9) **hail** (hailstorm),
 - 10) **avalanche,** and fall of snow or ice on the vehicle,
 - 11) **fall of aircraft,**
 - 12) **manifestations or demonstration,**
 - 13) **theft of vehicle** including: unauthorized use of other person`s vehicle, serious theft, burglary and robbery:
 - 1) Unauthorized use of other person`s vehicle shall mean herein the use of other person`s vehicle without approval of the car owner or authorized person by breaking into a vehicle or forcing the vehicle`s door or by use of force or threat.
 - 2) Serious theft shall mean herein the taking away of a locked vehicle or of parts of vehicle for the purpose of illegally obtaining property gain for oneself or any other person and which has been committed:
 - by forcing the vehicle`s door or by breaking into a vehicle
 - by a person with arms or dangerous weapon used for attack or defence,
 - by taking advantage of a person`s helplessness or serious condition.
 - 3) Burglary when used herein shall mean that a person has been caught in the act of committing a serious theft under item 13 of the paragraph hereof, with the intent to keep the stolen vehicle or any part thereof, to use force or threat to use force against the life or body of the person driving the vehicle,
 - 4) Robbery when used herein shall mean the taking away of the vehicle or parts thereof by use of force against the owner of the vehicle or the authorized person or threat of immediate attack on the life or body of the owner of the vehicle or the authorized person for the purpose of illegally obtaining property gain for oneself or any other person.
 - 5) Theft of vehicle components when used herein shall mean the theft of components essential for the movement of the vehicle due to which the vehicle is not roadworthy or unfit for safe drive except for keys theft.
 - 6) Vehicle theft when used herein shall not mean the vehicle embezzlement by the insured, its spouse, the Insured`s close blood relatives, adopter or adoptee, person sharing the same household with the Insured or the Insured`s dependant, and/or persons the Insured is responsible for on any grounds whatsoever.
 - 14) **wilful misconduct or wantonness of any third party,**
 - 15) **damage to insured object caused in order to avoid a bigger damage** to that object, another object or persons,
 - 16) **floods, torrents and high waters,**

- 17) **illness of the driver** lasting more than three days as well as injuries of the driver resulting in his inability to drive,
- 18) **death of driver.**

SUBJECT MATTER OF INSURANCE AND INSURED PERSONS

Article 2

- (1) The subject matter of insurance according to the Terms hereof is providing of assistance to driver and passengers while driving or riding in a vehicle with valid registration in the Republic of Serbia.
- (2) The insured vehicle to which roadside assistance is rendered shall mean:
 - Passenger vehicle for the transport of passengers with no more than nine seats, including the driver's seat, and with no standing places.
 - All-terrain vehicle, that is, a freight vehicle which maximum permitted (total) mass does not exceed 3.5 t. Maximum permitted mass of a vehicle shall mean the sum of an empty vehicle mass and its bearing capacity.The insured vehicle shall be considered only the vehicles for standard uses (taxi and rent-a-car excluded).
- (3) The Insured and the authorized driver (driver entrusted with the vehicle by the Insured) as well as passengers in the insured vehicle (according to the number of registered seats) shall be entitled to roadside assistance pursuant to article 3 herein.
- (4) If the Insured is a lease giver/lessor when concluding the insurance contract than it is obligatory to state details of the place of residence of the lease holder/lessee of the vehicle as Policyholder.

INSURANCE COVERAGE

Article 3

- (1) Under the Roadside Assistance Insurance hereof, the Insurer shall provide to the Insured 24-hour assistance and reimburse costs in cases where the Insured vehicle is not roadworthy or unfit for safe drive, i.e. if sudden events beyond the control of the driver cause death or sickness of driver due to which he is incapable of driving.
- (2) The scope of insurance coverage is specified in the insurance packages (BONUS, BONUS Plus and VIP) and level of cover is determined by limits within each package.
- (3) The limit is the sum insured, i.e. the maximum liability of the Insurer for an individual service of the insurance package (BONUS, BONUS Plus and VIP) depending on the territory where the insured event occurred.

OBLIGATION OF THE INSURER

Article 4

- (1) According to the Terms hereof, the Insurer shall be obliged to:
 - 1) Organize roadside assistance and
 - 2) Reimburse expenses according to the insurance package in the event of:
 - breakdown,
 - towing of vehicle,
 - transport of driver and passengers,
 - accommodation of driver and passengers,
 - transport of vehicle after illness or death of the driver,
 - vehicle safekeeping,
 - rent of replacement vehicle,
 - supply of vehicle keys in the event of loss or theft,
 - organizing of return of children.
- (2) The Insurer is obliged to provide insurance coverage only for insured events reported to the Insureds` Assistance Centre and for which assistance has been provided by the Insurer's contract partner.
- (3) The Insurer is obliged to provide roadside assistance, through its contract partner, on the territory of the Republic of Serbia (hereinafter referred to as: the RS) and Europe including the entire territory of Turkey (hereinafter referred to as: Europe).

Roadside Assistance Organisation

Article 5

- (1) Subject to the Terms and Conditions hereof, roadside assistance organisation shall be performed through the Insurer's contract partner and shall include the following services:
 - 1) Help Centre on call 24 hours a day,
 - 2) transmission of urgent messages from country of residence (to family, employer and so on);
 - 3) organisation of the vehicle repair,



- 4) organisation of towing – transport of vehicle,
 - 5) organisation of return to the place of residence of the Insured i.e. person referred to in Article 2 para 4 of the Terms and Conditions hereof, or continuance of travel to the predetermined destination,
 - 6) organisation of accommodation in case the Insured is reasonably unable to provide transport to the place of residence of the Insured i.e. person referred to in Article 2 para 4 of the Terms and Conditions hereof, or the planned destination,
 - 7) assistance and advising in handling local technicalities,
- (2) Only for Insureds that conclude BONUS plus or VIP package the Insurer shall provide the organisation of:
- 1) a replacement vehicle through an appointed specialised domestic or foreign organisation, that is, a replacement vehicle shall be provided for the purpose of continuance of travel to the place of destination, but only in case of breakdown, damage, destruction or theft of a vehicle or parts thereof. The replacement vehicle shall be provided in case the place of a breakdown, damage, destruction, i.e. theft of a vehicle is more than 50 km away from the place of residence of the Insured i.e. person referred to in Article 2 para 4 of the Terms and Conditions hereof, or the destination.
 - 2) safekeeping of a vehicle (maximum up to seven days) if:
 - the insured event occurred abroad or if the place of a breakdown/accident is more than 50 km away from the place of residence of the Insured i.e. person referred to in Article 2 para 4 of the Terms and Conditions hereof, and further drive cannot be continued so the vehicle must be kept safe until it is hauled to the repair shop or being repaired;
 - insured vehicle is found after theft.

Assistance in case of minor breakdown

Article 6

- (1) Reimbursement of repair expenses in case of minor breakdown shall include the costs of the repairman's coming to the scene of accident and the costs of working on the insured vehicle if it can be repaired on the spot within 60 minutes. Minor breakdown shall mean: flat tyre, minor mechanical, electrical or electronic breakdowns (e.g. run down battery, torn drive belt, minor breakdowns on the cooling system, blown fuses etc).
- (2) The Insurer shall not reimburse costs of spare parts and materials and shall not be held responsible for the quality of works and parts installed.
- (3) The Insurer shall be obliged to reimburse costs referred to in para 1 of the Article hereof in case of minor breakdown maximum up to the limit for the agreed package:
 - For BONUS up to 30 euros in the Republic of Serbia, i.e. 70 euros in Europe, in Dinar equivalent according to the mean exchange rate of the NBS as of the claim settlement date;
 - For BONUS plus up to 40 euros in the RS, i.e. 90 euros in Europe, in Dinar equivalent according to the mean exchange rate of the NBS as of the claim settlement date;
 - For VIP up to 50 euros in the RS, i.e. 120 euros in Europe, in Dinar equivalent according to the mean exchange rate of the NBS as of the claim settlement date;

Vehicle towing

Article 7

- (1) The Insurer shall be obliged to reimburse costs of towing – transport of the insured vehicle if it is not roadworthy, only if it cannot be made roadworthy for further drive on the scene of occurrence.
- (2) The costs shall be reimbursed for towing – transport of the insured vehicle to:
 - a) the nearest repair shop where the vehicle can be made roadworthy for further drive or
 - b) place of residence or the seat of the Insured i.e. person referred to in Article 2 para 4 of the Terms and Conditions hereof, if so requested by the Insured.
- (3) The Insurer shall acknowledge the actual costs of towing – transport of the vehicle with enclosed original receipt but maximum up to the limit for the agreed package:
 - For BONUS up to 50 euros in the Republic of Serbia, or 140 euros in Europe, in Dinar equivalent according to the mean exchange rate of the NBS as of the claim settlement date;
 - For BONUS plus up to 70 euros in the Republic of Serbia, i.e. 180 euros in Europe, in Dinar equivalent according to the mean exchange rate of the NBS as of the claim settlement date;
 - For VIP up to 90 euros in the Republic of Serbia, or 220 euros in Europe, in Dinar equivalent according to the mean exchange rate of the NBS as of the claim settlement date;

Driver's and passengers' transport

Article 8

- (1) The Insurer shall be obliged to reimburse the actual costs of transport of driver and passengers in case when the insured vehicle cannot be repaired on the scene of occurrence due to insured event or in case it has been stolen.
- (2) The Insurer shall reimburse the costs of transport of driver and passengers, by their choice, from the place of breakdown/accident, to:
 - a) the place of repairing the insured vehicle or
 - b) their place of residence or destination.
- (3) The Insurer shall reimburse costs of transport, on the basis of enclosed original receipts for driver and passengers, maximum up to the limit for the agreed package:
 - For BONUS up to 10 euros in the Republic of Serbia, or 30 euros in Europe, per person, in Dinar equivalent according to the mean exchange rate of the NBS as of the claim settlement date;
 - For BONUS plus up to 15 euros in the Republic of Serbia, or 40 euros in Europe, per person, in Dinar equivalent according to the mean exchange rate of the NBS as of the claim settlement date;
 - For VIP up to 20 euros in the Republic of Serbia, or 50 euros in Europe, per person, in Dinar equivalent according to the mean exchange rate of the NBS as of the claim settlement date.
- (4) The driver and passengers shall not be entitled to transport in case when the insured vehicle has run out of petrol, oil in engine or in case the driver cannot use the insured vehicle due to loss, theft or damage to the keys or the keys have been left locked up in the insured vehicle. Use of reimbursement shall, on these grounds, exclude the possibility of using a replacement vehicle.

Accommodation expenses for driver and passengers

Article 9

- (1) The Insurer shall reimburse costs of accommodation (bed and breakfast) and transport of the Insured – authorised driver and passengers in the vehicle from the place of occurrence to the nearest accommodation if the insured vehicle is not roadworthy and cannot be made roadworthy for further drive during the same day, therefore the same cannot be transported to their place of residence or destination.
- (2) The persons from para 1 of the Article hereof shall be entitled to the reimbursement of costs of accommodation only for one night, provided that the place of repair of the vehicle must be more than 50 km away from the place of residence of a service user.
- (3) The Insurer shall reimburse costs of accommodation, on the basis of enclosed original receipts for driver and passengers, maximum up to the limit for the agreed package:
 - For BONUS up to 30 euros in the Republic of Serbia, or 70 euros in Europe, per person, in Dinar equivalent according to the mean exchange rate of the NBS as of the claim settlement date;
 - For BONUS Plus up to 40 euros in the Republic of Serbia, or 80 euros in Europe, per person, in Dinar equivalent according to the mean exchange rate of the NBS as of the claim settlement date;
 - For VIP up to 50 euros in the Republic of Serbia, or 100 euros in Europe, per person, in Dinar equivalent according to the mean exchange rate of the NBS as of the claim settlement date;
- (4) The reimbursement for accommodation shall exclude the reimbursement for a replacement vehicle.

Vehicle transport due to driver's illness or death

Article 10

- (1) The Insurer shall be obliged to reimburse the costs of vehicle transport only if the VIP Package of Roadside Assistance Insurance has been agreed.
- (2) In the event of illness, injury or death of a driver (Article 1, Paragraph 1, item 17 and item 18 hereof) abroad or at the distance longer than 50km from the place of a breakdown/accident to the place of residence of the insured person, i.e. the person as per Article 2, Paragraph 4 hereof, and in the event that due to the death of a driver or illness that lasts more than three days the insured vehicle cannot be returned to the place of residence, or if due to driver's injury, neither the injured driver nor any of the passengers are able to return the vehicle to the place of residence, the Insurer shall organise the vehicle transport to the place of residence and shall bear all the expenses of such transport.
- (3) The Insurer shall bear the incurred expenses to the maximum amount of 80 euro in the Republic of Serbia, or 150 euro in Europe, all in dinar counter value according to the mean exchange rate of the NBS as of the date of claim settlement.

Vehicle storage

Article 11

- (1) The Insurer shall reimburse the costs of vehicle storage only if VIP insurance package of Roadside Assistance has been agreed. Maximum reimbursement for vehicle storage per day (maximum 5 days) shall be: up to 10 euro for the Republic of Serbia, or 20 euro for Europe, in dinar



counter value according to the mean exchange rate of the NBS as of the date of claim settlement, provided that:

- 1) the insured event occurred abroad or at the distance longer than 50km from the place of a breakdown/accident to the place of residence of the insured person i.e. person as per Article 2, Paragraph 4 hereof, and as a result, the vehicle is not fit for further drive and it shall be stored until its transport to the repair shop or until it is repaired;
- 2) insured vehicle is found after the theft, while the insurance policy is still valid.

Replacement vehicle

Article 12

- (1) The Insurer shall reimburse the costs of the replacement vehicle rent without a chauffeur only if the VIP Insurance Package for Roadside Assistance has been agreed.
- (2) The Insurer shall reimburse the costs of one-day rental of a replacement vehicle up to 80 euro in the Republic of Serbia, or two-day rental of a replacement vehicle up to 120 euro in Europe, in dinar counter value according to the mean exchange rate of the NBS as at the date of claim settlement, provided that the insured event occurred abroad or at the distance longer than 50km from the place of a breakdown/accident to the place of residence of the insured person, i.e. the person as per Article 2, Paragraph 4 hereof, and if it is impossible to make the vehicle roadworthy in 24 hours as of the moment of claim registration or if the vehicle has been stolen,
- (3) The Insurer shall, instead of the covers from Articles 8 or 9 hereof, provide a vehicle (without a chauffeur) of the same class or one class below the insured vehicle, whose engine capacity shall not exceed 1900 cm³ and shall bear the expenses of replacement vehicle rent according to the previous paragraph.
- (4) In the event when the vehicle whereon the insured event has occurred is an all-terrain vehicle, that is a freight vehicle which maximum permitted (total) mass does not exceed 3.5t, the obligation of providing a replacement vehicle shall mean the provision of a passenger motor vehicle in accordance with the provisions of the previous paragraph of the Article hereof.

Vehicle key delivery due to loss or theft

Article 13

- (1) The Insurer shall reimburse the costs of key delivery due to loss or theft only if the BONUS Plus or VIP Roadside Assistance insurance package has been agreed.
- (2) If during the stay abroad or at the distance longer than 50km from the place of a breakdown/accident to the place of residence of the insured person, i.e. the person as per Article 2, Paragraph 6 4 hereof, the insured vehicle is not fit for further drive due to the loss or theft of keys, the Insurer shall organise the delivery of spare keys or new keys and shall bear the expenses of such delivery, up to the amount of limit for the agreed package:
 - For BONUS Plus up to 30 euro in the Republic of Serbia, or 50 euro in Europe, in dinar counter value according to the mean exchange rate of the NBS as at the date of claim settlement;
 - For VIP up to 50 euro in the Republic of Serbia, or 80 euro in Europe, in dinar counter value according to the mean exchange rate of the NBS as of the date of claim settlement;
- (3) If the keys are provided directly from the manufacturer, a service book and Identity card of the vehicle owner shall be needed.

Organised return of the children

Article 14

- (1) The Insurer shall be obliged to reimburse the expenses of organised return of the children of Insured or driver only if the VIP package of Roadside Assistance Insurance has been agreed.
- (2) If during the travel by an insured vehicle neither the driver nor the passengers due to illness, injury or death cannot take care of underage children from the insured vehicle, the Insurer shall organise that the children are taken care of by a person who shall return them to the place of residence. The Insurer shall indemnify such costs up to 50 euro in the Republic of Serbia, or 150 euro in Europe, in dinar counter value according to the mean exchange rate of the NBS as of the date of claim settlement.

Article 15

- (1) The Insurer and/or the contract partner of the Insurer shall choose the rights to one or more services per one insured event, based on all circumstances of the event insured against and agreed level of cover according to the Terms and Conditions hereof, while taking into account the best interest of the Insured.

INSURANCE PERIOD

Article 16

- (1) The insurance agreement can be concluded:
 - a) for the definite period of one year (short-term coverage),

b) for the definite period of more than one year (long-term coverage), if the Policyholder is the commercial bank, while the Insured is the user of bank's payment card.

- (2) The liability of the Insurer under the insurance agreement concluded for the first time or in case of the changed expiration date, shall be effective from the date, hour and minute specified in the insurance agreement (policy) as policy inception.

If the insurance agreement does not specify hour and minute of insurance inception, the Insurer's liability shall start upon the expiry of 24th hour of a date specified as insurance inception in insurance agreement.

- (3) Insurance cover according to the Terms and Conditions hereof shall cease to exist upon the expiry of 24th hour of a day, i.e. hour and minute which is in policy specified as insurance expiry. Exceptionally, in case of all insured events that have occurred and have been reported during insurance period, the realization of assistance services can be performed within 30 days upon the expiry of the date in policy specified as the insurance expiry.

TERRITORIAL SCOPE OF INSURANCE

Article 17

- (1) Under to the Terms and Conditions hereof, the insurance shall cover the insured events occurring on the territory of the Republic of Serbia and geographic area of Europe, including the territory of Turkey.

INSURANCE PREMIUM

Article 18

- (1) Insurance premium is annual, expressed in euro, and calculated according to the mean exchange rate of the NBS as of the insurance effect date.
- (2) The premium amount shall depend on the agreed insurance package, age of vehicle, and other elements important for determination of insurance premium amount according to the Tariff for Roadside Assistance Insurance. Age of vehicle is calculated by subtracting the year of vehicle manufacture from the year of inception of insurance period.
- (3) The premium shall be paid in full, when concluding the insurance agreement.

LIMITATION TO THE ROADSIDE ASSISTANCE

Article 19

- (1) The coverage provided by the Insurer under the Terms and Conditions hereof in the course of the agreed insurance period for which the premium has been paid, shall be limited to three occurrences:
 - three insured events
 - five insured events if the Insured, except for the roadside assistance insurance under the Terms and Conditions hereof, has agreed Motor Casco insurance for the same vehicle with Dunav Insurance Company a.d.o.

OBLIGATIONS OF THE INSURED IN CASE OF OCCURRENCE

Article 20

- (1) In case of occurrence of the insured event, the Insured is entitled to assistance provided by the Insurer in accordance with the Terms and Conditions hereof. The Insured shall be obliged to immediately call the 24-hour Help Centre and shall not take any activities prior to such call, except for the measures to secure the vehicle. If the Insured fails to do so, the Insured shall be liable for the loss occurred as the consequence thereof unless he had taken such actions to prevent the occurrence of a bigger loss or to save lives.
- (2) When calling the Help Centre, the Insured shall provide the following information:
 - a) name, surname and address of the Policyholder and/or Insured,
 - b) policy number and date of insurance,
 - c) make and type of vehicle, chassis number and license plate number of the insured vehicle specified in the vehicle license,
 - d) place, telephone number and address of the Insured or the location of the Insured,
 - e) number of persons in the insured vehicle requiring assistance,
 - f) brief description of the problem and assistance needed by the insured or persons in the insured vehicle as per Terms and Conditions hereof.
- (3) In the event of occurrence referred to in Article 1 paragraph 1 item 17 of the Terms and Conditions hereof – illness of the driver – the Insured shall have the right to indemnity upon submitting to the Insurer complete original medical documents relating to the insured event with the doctor's report specifying the diagnosis of illness or injury.



- (4) For the right to indemnity in the event of occurrence referred to in Article 1 paragraph 1 item 18 of the Terms and Conditions hereof – death of the driver– (evidence – Death Certificate may be submitted by a relative, travelling companion or any other person)
- (5) After the insured event has been reported to the Help Centre, the Insured must observe the instructions provided by the Insurer and/or contract partner of the Insurer. If the actions of the Insured are not in accordance with the instructions thereof, the Insurer shall not be liable for the loss incurred.
- (6) The expenses exceeding the limitations under the Terms and Conditions hereof and the expenses which, under the Terms and Conditions hereof, the Insurer is not liable to indemnify, shall be covered by the Insured.

EXCLUSIONS

Article 21

- (1) The Insurer shall neither provide the assistance to, nor cover the expenses of:
 - a) an occurrence of the insured event in connection with the vehicle participating in motor competitions, races and test drives,
 - b) the vehicle being used for charged transport of persons (taxi) or given for rent (rent-a-car),
 - c) an occurrence of the insured event as a consequence of warlike operations, rebellions, commotions and similar armed operations, as well as the acts of terrorism,
 - d) an occurrence of the insured event as a consequence of nuclear hazards,
 - e) an occurrence of the insured event as a consequence earthquake,
 - f) an occurrence of the insured event as a consequence of vehicle being used by a person who is not in the possession of a valid driving license or a person whose driving license has been forfeited or has a driving disqualification,
 - g) an occurrence of the insured event if at the time of the accident the driver of the insured vehicle was under the influence of alcohol or drugs, as stipulated by the law applicable on the territory where the event insured under the Terms and Conditions hereof has occurred,
 - h) an occurrence of the insured event if the Insured has provided to the Help Centre the incorrect or false information of insurance or circumstances of the insured event,
 - i) towing – transport of the vehicle due to gross negligence of the Insured/ authorised driver of the vehicle, specifically:
 - in case the insured vehicle has run out of petrol or oil in the engine,
 - in case the insured vehicle cannot be put into operation due to loss, theft or damage to the keys or in case the keys have been left locked up in the insured vehicle, except in case of extended coverage stipulated in BONUS Plus and VIP package.
 - j) accommodation for hitchhikers and persons charged for transport, as well as the Insured/authorized driver and passengers in the vehicle in case: the vehicle has run out of petrol and oil in the engine during the drive, defraud of the vehicle committed by the persons referred to in Article 1 paragraph 1 item 13 subitem 6 of the Terms and Conditions hereof, theft of or damage to keys or in case the keys have been left in the locked up insured vehicle.
- (2) The Insurer shall not be liable to indemnify any loss to objects or reimburse the costs in connection with the objects transported by a vehicle insured in accordance with the Terms hereof, that is, the Insurer shall not be liable to reimburse the costs of repacking, reloading or further transport of objects which are transported by an all-terrain vehicle, that is a freight vehicle which maximum permitted (total) mass does not exceed 3.5t.

In addition, the Insurer shall not be liable to indemnify any loss which may occur when towing the insured vehicle, that is, the loss to the insured vehicle which has occurred during the loading, unloading, that is, transport of such vehicle.

REIMBURSEMENTS TO THE INSURER

Article 22

- (1) If the Insured has been provided the service and if according to the provisions of Article 21 of the Terms and Conditions hereof the liability was excluded, the Insurer shall reimburse to the Assistance Company all expenses for the provided assistance services.
- (2) The Insured shall undertake to reimburse to the Insurer all expenses for the provided assistance services and amounts paid by the Insurer according to the Terms and Conditions hereof, in the event that the Insurer subsequently establishes that:
 - a) the roadside assistance insurance was invalid at the time of the occurrence,
 - b) the event has been excluded from roadside assistance insurance,
 - c) the Insured has not fulfilled his obligations after the occurrence, and

- d) the Insured has already had three and/or five occurrences in one insurance year, in accordance with Article 19 of the Terms and Conditions hereof.

TERMINATION OF INSURANCE AND PREMIUM RETURN

Article 23

- (1) **Insurance agreement shall be terminated in the following cases:**
 - a) upon the expiry of the term of the insurance agreement in accordance with Article 16 paragraph 3 of the Terms and Conditions hereof,
 - b) termination of the agreement during the insurance period in the following events:
 - when the Policyholder/Insured requests the termination of the agreement – on the date when the request for agreement termination has been received,
 - of termination of the agreement – when the agreement has been cancelled by the Insurer unilaterally (with the cancellation period of 15 days) if during the insurance period the Insured fraudulently attempts to receive or receives the reimbursement of expenses for the provided assistance service,
 - of the destruction or disappearance of the vehicle before the liability of the Insurer has become effective,
 - of reimbursement of expenses for provided assistance service for the third and/or fifth occurrence in one insurance year, in accordance with Article 19 of the Terms and Conditions hereof,
 - the vehicle owner has been changed, except in case of inheritance and when the lessee, as a Policyholder, pays up the vehicle before the expiry of the Lease Agreement.
- (2) **Premium return in the events of insurance termination**
 - (a) The amount of premium reduced by Insurer's expenses shall be returned to the Policyholder in the event when the object insured is destroyed or missing before the liability of the Insurer has become effective,
 - (b) The amount of premium for the unused insurance period reduced by Insurer's expenses shall be returned to the Policyholder in the event when the Policyholder has not exercised the right to reimbursement of expenses for the provided assistance service when:
 - the object insured is destroyed after the liability of the Insurer has become effective due to the risks which are not covered by the insurance, provided that the Policyholder is entitled to premium return from the date of destruction of the object insured to the expiry of insurance,
 - Policyholder/Insured requests to cancel the agreement unilaterally, with the right to premium return from the date of receipt of a written request of the Policyholder.
 - (c) The Insurer shall keep the full amount of premium in the event when:
 - Policyholder/Insured requests to cancel the agreement unilaterally and has exercised the right to reimbursement of expenses for the provided assistance service,
 - Insured fraudulently attempts to receive or receives the reimbursement of expenses for the provided assistance service,
 - the insurance agreement was null and void from the beginning due to negligence of the Insured/Policyholder and the Insurer had no knowledge thereof.
 - (d) In the events referred to in a) and b) the premium shall be returned to the Policyholder, upon written request, provided that the evidence has been submitted that the conditions for the return thereof are fulfilled.
 - (e) If the Policyholder is a business bank and the Insured is a client thereof, the insurance premium shall not be returned to the Policyholder or the Insured in the events referred to in a) and b).

SUBROGATION

Article 24

- (1) Upon the payment of insurance indemnity, the Insurer shall be subrogated to all rights of the Insured to compensation up to the amount of paid indemnity against the person responsible for the occurrence.

JURISDICTION

Article 25

- (1) In the event of any disputes between the Insured/Policyholder and the Insurer, the court competent according to the place where insurance agreement has been executed shall have the jurisdiction, unless agreed otherwise.



OUT OF COURT SETTLEMENTS

Article 26

- (1) For all disputes that may arise in connection with the compensation of roadside assistance expenses, the Insured shall submit the written letter of complaint to the organizational unit in which the insurance agreement has been concluded.
- (2) The complaints shall be resolved by the competent organizational unit in the manner and according to the procedure defined in the internal procedures documentation of the Insurer, within seven days from the date of the receipt of the complaint, informing the Insured thereof.

CONTRACT PARTNER OF THE INSURED

Article 27

- (1) Within the roadside assistance insurance coverage the Insurer shall organise roadside assistance to the Insured and passengers in the insured vehicle through a contract partner which has an organized Centre for the provision of adequate 24-hour roadside assistance.
- (2) The Insurer shall be obliged to, at the moment of the conclusion of the insurance agreement, inform the Insured of the correct name and dial code of the contract partner/Help Centre.
- (3) The Insurer shall be responsible for the selection of contract partner however, the Insurer shall not be responsible for the quality of service and works provided by a contractor and subcontractor selected by the contract partner.
- (4) The responsibility for the quality of service provided and works undertaken in the course of assistance to the Insured shall be upon the contract partner.

FINAL AND TRANSITIONAL PROVISIONS

Article 28

- (1) On the effective date of these Terms and Conditions, the Special Terms and Conditions for Roadside Assistance shall cease to be effective ("Official Journal of the Company", number 2/06, 11/06, 4/07 and 21/07).
- (2) Exceptionally from the provision of paragraph 1 of the Article hereof, until the expiry of long-term insurance agreements and expiry of insurances effected up to one year term, the Terms and Conditions and/or Premium Tariff shall apply, which were effective at the moment of execution of such insurance agreements.
- (3) These Terms and Conditions shall come into force on the eight day of their publishing in the "Official Journal of the Company", and shall apply as of 14 February 2014.

This issue of Insurance Terms and Conditions has been effective since 1 April 2017.