



**GREENVAL INSURANCE**  
BNP PARIBAS GROUP

# **GENERAL TERMS AND CONDITIONS OF VEHICLE INSURANCE:**

## **PART I - GENERAL PROVISIONS (VPPG)**



## **Article 1**

### **Introductory Provisions**

1. The following terms and conditions of vehicle insurance (“**VPPG**”) regulate the terms and conditions of the:
  - (i) Motor Own Damage Insurance,
  - (ii) Driver/Passenger Accident insurance, and
  - (iii) Luggage insurance.
2. The insurance contract and Act No. 89/2012 Sb., the Civil Code, as amended (“**Civil Code**”), govern the insurance under these VPPG.
3. The provisions of the respective supplementary insurance terms and conditions shall prevail over these VPPG. In case of discrepancies between the insurance contract and these VPPG or supplementary terms and conditions, the stipulations of the insurance contract shall prevail.

## **Article 2**

### **Definitions**

**Optional equipment** means a child car seat, fire extinguisher (unless included in compulsory equipment), tow rope, snow chains, and portable lamp.

**Traffic accident** means an incident occurring in traffic on roads and streets, such as an accident or collision that occurs or starts on a road and results in the death or injury of a person or in damage to property directly connected with the operation of a moving vehicle.

**VAT** means value-added tax under Act No. 235/2004 Sb., as amended, or any other legislation replacing the Act.

**Double-track vehicles** mean multi-axle double-track vehicles, with no standing room registered in the certificate of vehicle registration. Unless otherwise stated in the insurance contract a double-track vehicle is not deemed to include a motorcycle with a sidecar, quad bike or any other vehicle similar to a motorcycle.

**Accident** means an event resulting in damage or destruction of a standing or moving insured vehicle. For insurance purposes, an accident is deemed to mean a sudden, external, accidental action, particularly during a collision, vehicle crash into an obstacle or an animal, during a fall or immersion.

**Hospitalisation** means inpatient care provided to the Insured Person on the grounds of an injury by a healthcare provider designated for such a purpose, which is indispensable from a medical perspective.

**Qualifying period** means a minimum number of days from the occurrence of an insured event, during which the Insurer provides no insurance benefit, or, as the case may be, which must pass before the entitlement to the insurance benefit stipulated in the insurance contract arises.

**Hail** means a natural phenomenon in which pellets of ice formed in the atmosphere fall on and thus damage the insured property.



**Insurance limit** means the maximum limit of benefit provided by the Insurer for one loss, determined as proposed by the Policyholder where the insured value cannot be established at the time of the conclusion of the insurance; insurance limits applicable to individual perils are specified in the insurance contract or in the insurance terms and conditions.

**Robbery** means an unlawful appropriation of a vehicle, equipment or a part thereof accomplished by means of force or threat of immediate violence against the justified user of the vehicle.

**Negligence** means:

such an act when a person causing damage knew that their act may cause damage but assumed without any reasonable reason that no damage will be caused (negligence),

or such conduct when a person causing damage did not know that their act may cause damage although they could and should have known, considering the circumstances and their personal situation, such as clumsiness, carelessness, inattentiveness, and mis operation (unintentional negligence).

**Hospital** means a public or private healthcare services provider that is under constant medical supervision, works in compliance with current findings of medical science available, provides outpatient or inpatient treatment, and operates in compliance with applicable laws currently in force and effect.

**New vehicle** means a vehicle registered in the name of the first owner.

**Fair market value of an object** means a price for which the insured property can be obtained on the Czech market in the same quality and with the same wear and tear or other depreciation under Act No. 151/1997 Sb., on Asset Valuation, as amended.

**Fair market value of a vehicle** means a price for which the insured vehicle can be obtained on the Czech market in the same quality and with the same wear and tear or other depreciation.

**Valuation tables** mean document of the Insurer containing the principles for the calculation of insurance benefits payable by the Insurer for permanent consequences of an injury and for a treatment of injuries and hospitalisation, which is contained in Annex No. 1 to the Supplementary Terms and Conditions of vehicle insurance - Driver/Passenger Accident (PAIT&C).

**Theft** means appropriation of an insured vehicle, a part or equipment thereof by stealing, stealing by breaking and entering or robbery, including damage or destruction of the vehicle that occurs during the time from the theft until the return of the vehicle.

**Beneficiary** means a person that becomes entitled to a benefit as a result of an insured event.

**Falling trees and other objects** mean a movement of the trees and other objects having the characteristics of free fall; the fall of other objects must be caused by weather.

**Document** means a legal action or a notification related to insurance that is written and signed. Documents can be in hard copy or electronic form.

**Fraud** means an act committed by a person who enriches himself/herself or another person to the detriment of the property of another by misleading someone, making use of someone's mistake or concealing material facts, thus causing damage to the property of another person.

**Insurer** means Greenval Insurance DAC, with its registered office at The Anchorage, 17-19 Sir John Rogersons Quay, Dublin 2, D02 DT18, Ireland.

**Sum insured** means the maximum amount payable in respect of one insured event, determined in the insurance contract as proposed by the Policyholder, if the insured value of the property can be determined at the time of the conclusion of the insurance.

**Insured value** means the maximum amount of proprietary damage that can be a consequence of an insured event (referred to also as "insured amount" internally between the Insurer and the Policyholder).

**Insured event** means an accidental event occurring during the term of the insurance or during a period specified in the insurance terms and conditions or in the insurance contract, which involves the occurrence of the Insurer's liability to provide insurance benefit.

**Period of insurance** means a period agreed in the insurance contract for which insurance premium is paid.

**Policyholder** means a person who entered into the insurance contract with the Insurer and who is required to pay premium.

**Third Party Liability insurance** means a mandatory insurance taken out under the Act No. 168/1999 Coll., the Motor Vehicle Liability Insurance Act.

**Insured Person** means a person whose life, health, property or liability or any other value of insurable interest is insured.

**Breach of fundamental obligations related to the operation of vehicles on roads and streets** means:

- (i) the operation of a vehicle, the design and technical condition of which does not meet road traffic safety requirements and safety requirements necessary to protect the operating personnel, transported persons and items,
- (ii) the operation of a vehicle, the roadworthiness of which has not be approved,
- (iii) the driving of a vehicle by a person who does not hold a relevant driving licence, excluding vehicles driven by a person learning to drive or taking a practical driving test, at all times under the supervision of a licensed teacher or individual driving instructor,
- (iv) the driving of a vehicle by a person subject to the prohibition to drive vehicles during the period of the prohibition,
- (v) the driving of a vehicle by a person while under the influence of alcohol, narcotic or psychotropic substances or a drug labelled with driving prohibition,
- (vi) leaving the driving to a person specified in points (c, (d) or (e) of this clause.

**Vehicle purchase price** means a price of the vehicle stated on an invoice or in the purchase agreement related to the vehicle and the equipment approved by the manufacturer. The purchase price includes the price of any accessories. The purchase price does not include services or charges related to the acquisition of the vehicle, or additionally purchased parts or equipment. The purchase price is assumed exclusive of VAT where VAT was deducted.

**Damage to the vehicle's wiring by an animal** means damage to the cables and wiring harnesses throughout the vehicle by an animal, damage to soft plastic and rubber parts in the engine compartment (e.g., bushings, hoses, radiator inlets, etc.) by an animal.

**Injured person** means a person suffering harm, as a consequence of the operation of a vehicle, and who has a claim for damages from the Insured Person.

**Flood** means a flooding by water overflowing from watercourses or reservoirs (such as dams and ponds).

**Fire** means a fire in the form of flames. Damage caused by fire is not deemed to include damage caused by scorching, the effect of useful heat, smouldering, smoke pollution or the effect of an electric current.

**Vehicle registration number** means the letters and numbers stated on the registration plate under the Decree of the Ministry of Transportation No. 243/2001 Sb., on Vehicle Registration, as amended.

**Glass** means automotive glass that serves the view from the vehicle, excluding motorcycle, three-wheeler, quad-bike, forklift glass, sunroofs, panoramic roofs, side and rear windows of buses and trolleybuses.

**Contractual repairer** means an authorised vehicle repair shop customarily used by the Policyholder for vehicle repair.

**Claims inflation** means a sum of external influences arising independently that result in an increase in costs of the Insurer, such as increased price of goods and services, an increase in the number of instances of or amount of damage or harm, the statutory extent of insurance protection, taxes, or arising from other legislative changes.

**Loss occurrence** means a contingency that results in damage and that could give rise to an insurance claim.

**Market Value** of a vehicle means the price at which the Policyholder can purchase on the market in the Czech Republic such vehicle (taking into accounts the quality and degree of wear and tear or other impairment) as at the moment immediately before an insured event.

**Book value** of a vehicle means value of a vehicle in accounting/booking system at the moment immediately before the occurrence of an insured event.

**Lightning** means an immediate impact of lightning on insured objects.

**Total loss** means theft, destruction or such damage to the property insured that is technically irreparable or where usual costs of repairs are equal or exceed the fair market value of the vehicle.

**Vandalism** means a damage or destruction of the vehicle caused by an intentional act of another.

**Personal belongings** mean items belonging to the driver and/or passengers, excluding transported cargo.

**Material damage** means damage or destruction to the insured property due to any cause other than those excluded in the policy

**Vehicle** means a road vehicle, special vehicle and trolleybus under the Act No. 168/1999 Coll., the Motor Vehicle Liability Insurance Act.

**Gale** means a wind with a speed of at least 75 kilometres per hour.

**Explosion** means a destructive process related to the relief of a high pressure and force. A sound boom and a pressure wave with a destructive effect on the surrounding area accompany it. Damage caused by implosion (the opposite of explosion) is assessed similarly as explosion. Explosion is not deemed to include sonic boom and explosions in facilities where explosive energy is deliberately used.

**Standard equipment** means equipment supplied by the manufacturer for the given type of the vehicle, in standard design, without any additional charge in excess of the standard price.

**Racing car** means a vehicle used in races of any kind.

**“Green card”** (International Motor Insurance Card System) means the international certificate issued on white paper substantiating that the vehicle has third party motor vehicle liability cover as specified in the certificate.

**Embezzlement** means an act committed by a person by dishonestly withholding another’s assets that have been entrusted to him, thus causing damage to the property of another.

**Rockslide, landslide or avalanche** means a phenomenon involving a sudden movement and fall of a large mass of earth, rock, snow or ice down a hill.

**Special equipment** means vehicle equipment supplied beyond standard equipment that is permanently fixed to the vehicle and specified in the insurance contract.

**Natural event** means fire, explosion, immediate lightning strike, rockslide, landslide or avalanche, falling trees or other objects, hail, flood or inundation, gale, earthquake and damage to the vehicle's wiring by an animal.



### **Article 3**

#### **Commencement of insurance**

1. The insurance contract must be made in writing
2. Insurance commences in relation to each vehicle on the effective day of the leasing contract concluded with the Policyholder. Insurance in relation to each vehicle is concluded from the effective date of the leasing contract, renewing on the 1<sup>st</sup> January each year, subject to the terms and conditions of this policy and concluding when the lease expires with the Policyholder.

### **Article 4**

#### **Suspension of insurance**

Unless otherwise stipulated in the insurance contract, the suspension of insurance contract by non-payment of insurance premium does not apply and the insurance is not suspended.

### **Article 5**

#### **Insured Person**

Where the insurance has been agreed as a third-party risk insurance, the Insured Person is deemed a party to the insurance relationship instead of the Policyholder following the date of the Policyholder's death or dissolution without a legal successor. However, if the Insured Person notifies the Insurer in writing within 30 days of the Policyholder's death or dissolution without a legal successor that the Insured Person does not wish the insurance to continue, the insurance will terminate on the day of the Policyholder's death or dissolution. No default is effective on the part of the Insured Person until the expiry of fifteen days of the day on which the Insured Person becomes aware of his/her entering into the insurance relationship.

### **Article 6**

#### **Termination of insurance**

1. Unless stipulated otherwise in the insurance contract, the insurance terminates:
  - a) by the expiry of the term for which it has been agreed;
  - b) by a written agreement between the Insurer and the Policyholder which must contain the date of termination of the insurance and the method of settlement of mutual obligations;
  - c) by a written notice of termination of the insurance served by the Policyholder or the Insurer within two months of the date of the conclusion of the insurance contract; an 8-day notice period begins to run on the day of delivery of the termination notice and the insurance ceases to exist upon the expiry of this 8-day period;
  - d) by a written notice of termination of the insurance served by the Policyholder or the Insurer within three months of the day of delivery of the notice of occurrence of an insured event; a one-month notice period begins to run on the day of delivery of the termination notice and the upon the expiry of the one-month period;
  - e) by a written notice of termination of the insurance served by the Policyholder or the Insurer at the end of the period of insurance, the termination notice must be delivered at least six months before the contractual renewal period;



- f) on the day of a futile expiry of the period set by the Insurer in the reminder for payment of insurance premium or a part thereof delivered to the Policyholder; the period may not be less than 1 month and the Insurer's reminder must contain a notification that a failure to pay outstanding premium will result in the termination of the insurance; the period determined by the Insurer in the reminder for payment of insurance premium or a part thereof can be extended by agreement before the expiry of the period;
- g) by a written notice of cancellation of the insurance; if the Policyholder or the Insured Person wilfully or by negligence provide untruthful or incomplete answers to the Insurer's written questions. The Insurer may cancel the insurance contract if he would not have entered into the contract with true and complete answers to its written questions provided. The Insurer may exercise this right within 2 months of the day on which such fact is ascertained; otherwise, the right will be terminated. The insurance terminates from the beginning (*ex tunc*), upon cancellation of the insurance contract. The Insurer is entitled to compensation for administrative and other costs incurred;
- h) on the day of the Insured Person's death or termination without a legal successor;
- i) by the Insurer's delivery of a written notice of refusal to pay insurance benefits under the insurance contract to the Policyholder under Article 5 of the VPPG-M;
- j) upon cessation of the insurable interest;
- k) in other cases provided by the law or the insurance contract.

For the avoidance of doubt, if any of the termination reasons stated above apply to an individual vehicle/Insured Person the insurance terminates only in respect of such vehicle/Insured Person.

2. In relation to individual vehicle to which the insurance applies, the insurance terminates also:
- a) upon destruction or damage caused to the insured vehicle resulting in a total loss or upon theft of the vehicle; if the time of the theft cannot be determined, the vehicle will be considered stolen as soon as the police receives the notification of the theft;
  - b) based on application for withdrawal from the insurance (accident and luggage) by the person who concluded the leasing contract addressed to the Policyholder in accordance with the leasing contract;
  - c) on the effective date of termination of the leasing contract with the Policyholder;
  - d) on the day of delivery of the Policyholder's notice concerning change of the vehicle owner including documents proving this change to the Insurer; if the Insurer finds out that the notice concerning change of the vehicle owner was fictitious only and that no change occurred, the insurance will not be terminated;
  - e) by the Insurer's withdrawal from the insurance made in writing if the Insurer ascertains that the vehicle identification number (VIN) was tampered with or otherwise manipulated; by withdrawal the insurance ceases to exist from inception;
  - f) based on a mutual agreement between the Policyholder and the Insurer on the exclusion of the vehicle from the insurance.



## **Article 7**

### **Insurance premium**

1. An insurance premium is a payment for the insurance cover provided by the Insurer. The amount, payment method and due date are specified in the insurance contract.
2. Regular premium will be paid monthly unless otherwise agreed in the insurance contract. It may be also agreed that the insurance premium will be paid at once for the entire policy period as a lump-sum premium.
3. The policy period is one year, automatically renewing on the 1<sup>st</sup> January each year, subject to the terms and conditions of this policy and concluding when the lease expires with the Policyholder.
4. Payment of the insurance premium is deemed to mean the date on which the insurance premium is paid to the Insurer. Where bank transfer or postal order are used, payment of the insurance premium is deemed to mean the date on which the respective amount is credited to the Insurer's account.
5. If the insurance ceases to exist before the lapse of the period for which it was concluded, the Insurer is entitled to collect the insurance premium until the termination of the insurance. The Insurer is required to return the remaining part of the insurance premium paid. However, if the insurance ceases to exist due to an insured event, the Insurer is entitled to collect the insurance premium until the end of the period of insurance during which the insured event occurred; the Insurer is entitled to collect the insurance premium in full if the insurance contract has been concluded for a lump-sum insurance premium.
6. The insurance premium is payable in the local currency unless otherwise agreed in the insurance contract.
7. The Insurer is entitled to set a new regular insurance premium amount, effective from the date of the first anniversary of the insurance. The Insurer must inform the Policyholder of the new insurance premium amount no later than two months before the insurance premium payment due date for the next period of insurance. If the Policyholder does not agree with this adjustment, the Policyholder must notify in writing the Insurer of the disagreement within one month of the day on which the Policyholder becomes aware of the proposed change to the insurance premium amount. In such a case, the insurance will cease to exist upon the expiry of the period of insurance for which it has been paid. If no disagreement is expressed within this period, the insurance will not cease to exist and the Insurer will be entitled to collect a newly determined insurance premium. The Policyholder must be notified of this consequence.

## **Article 8**

### **Obligations of the Insurer**

1. The Insurer will be obliged to discuss with the Insured Person (Policyholder) the results of an investigation necessary to ascertain the extent and amount of the loss or to inform the Insured Person (Policyholder) in writing accordingly without undue delay.
2. The Insurer will be obliged to return to the Insured Person and to the Beneficiary, at their request, documents that such parties submitted to the Insurer.
3. The Insurer will enable the Insured Person (Policyholder) and the Beneficiary to inspect materials which the Insurer collected during investigation of the insured event.



## **Article 9**

### **Obligations of the Policyholder and the Insured Person**

1. The Policyholder is obliged to do the following:
  - a) provide true and complete answers to all the Insurer's questions when concluding the insurance and inform the Insurer without undue delay of all changes concerning the insurance; if, on the basis of false, unsubstantiated or incomplete information, the prescribed insurance premium amount is lower than the insurance premium that the Insurer would determine if the Insurer knew all the facts, the Insurer is entitled to payment of the difference between the amounts from the beginning of the period of insurance;
  - b) provide the Insurer with the information about the insured vehicles that was not known upon entering into the insurance;
  - c) enable the Insurer to inspect at any time documents decisive for calculating the insurance premium;
  - d) enable the Insurer to inspect the insured vehicle at any time;
  - e) pay the insurance premium for the period of insurance in a manner agreed upon in the insurance contract.
  
2. The Policyholder and the Insured Person are obliged to do the following in particular:
  - a) act in a manner preventing the occurrence of an insured event and, if an insured event occurs, the Insured Person is required to take all possible measures preventing any extension of the scope of loss;
  - b) inform the Insurer without undue delay of the occurrence of the insured event in accordance with the Article 12 below with a description of the facts of the case concerning this event, to submit, in this connection, the relevant documents requested by the Insurer and to allow the Insurer to make copies of them and to follow the Insurer's instructions during investigation of the insured event;
  - c) cooperate with the Insurer as necessary to ascertain the causes of the insured event and to provide full and truthful explanations concerning its occurrence and extent;
  - d) immediately inform the Police of any insured event, if it occurred in connection with a traffic accident (and if this duty follows from the law or other legal regulations) or a criminal offence or a minor offence or abroad, and call the fire brigade in case of fire;
  - e) provide all necessary information to ensure that damages can be claimed from a third party;
  - f) inform the Insurer that the Policyholder (the Insured Person) has concluded another insurance agreement for the same subject matter, against the same insured risk and for the same period of insurance and provide the name of the insurer and the sum insured;
  - g) return to the Insurer, within the time-limit specified by the Insurer in the Insurer's request, any insurance benefits paid without the existence of any entitlement to it;
  - h) submit all original copies of documents in Czech; at the Insurer's request, documents in foreign languages must be submitted with a certified Czech translation; the costs for the translation of documents will be borne by the Insurer.



## **Article 10**

### **Insurance benefits**

1. Any insurance benefits will be paid in the Czech currency to a bank account nominated in Czech crowns, unless otherwise stipulated in the insurance contract. Bank transfer will always be used to pay insurance benefits.
2. The Insurer will provide an insurance benefit if the person that claims the benefit proves and the Insurer's investigation confirms that an insured event is an event covered by the insurance, i.e. that the Insurer is obliged to pay the insurance benefit and the extent of this obligation is ascertained.
3. The moment when an insured event occurred (in respect of which the payment of the insurance benefits is required) is decisive for determining the existence of the Insurer's obligation to pay insurance benefits and for determining the benefits amount.

## **Article 11**

### **Reduction of insurance benefits**

If a breach of obligations by the Policyholder, or the Insured Person, or any other person entitled to the payment of the insurance benefits has a material effect on the occurrence of the insured event or its course, the Insurer is authorised to reduce the insurance benefits amount in proportion to the scope of the Insurer's obligation to pay the insurance benefits resulting from the breach.

## **Article 12 Exclusions**

1. Unless the insurance contract provides otherwise, the Insurer will not pay any insurance benefits in the case of insured events occurring:
  - a) before the insurance is agreed, or after the insurance is terminated,
  - b) in connection with actual and legal defects present in the insured property already at the time when the insurance was concluded regardless of whether they were known to the Insured Person, the Policyholder or the Insurer;
  - c) by deliberate actions of the Policyholder, the Insured Person or a third person on their initiative;
  - d) by a conduct possessing the characteristics of fraud or embezzlement including fraud or embezzlement committed by a lessee or borrower who failed to return a leased or borrowed vehicle regardless of whether the investigative, prosecuting or adjudicative bodies commenced any investigation;
  - e) while the vehicle is being driven by a person not authorised to drive a motor vehicle under the relevant legal regulations, e.g., not possessing the appropriate driver's licence with the exception of vehicles driven by driving instructors or driving learners that being always only under supervision by a licensed instructor or driver – individual driving course trainer, or prohibited to drive motor vehicles while such prohibition is still applicable (this provision will not apply if the damage to the vehicle occurred during the period from its theft until it is returned to its authorised user);



- f) while the vehicle is being driven by a person positively tested for the presence of alcohol in blood with the test results proving more than 0.24 ‰ alcohol content in blood or positively tested for the presence of narcotics, drugs or other similar substances affecting the ability to drive a motor vehicle or a person who refused to take a breath test when requested by the police or who refused to undergo a medical examination including the taking of blood and urine samples to establish whether such a person is under the influence of alcohol, narcotics, drugs or other substances having negative impact on the ability to drive a motor vehicle or a person who, during the period between the occurrence of the traffic accident and the arrival of the police did not refrain from consuming or otherwise applying alcohol, narcotics, drugs or other substances negatively affecting the ability to drive a motor vehicle (this provision will not apply if the damage to the vehicle occurred during the period from its theft until it is returned to its authorised user);
- g) while the vehicle is being driven by a person under the influence of pharmaceuticals marked with information about the prohibition to drive under their influence or by a person that refused to undergo a medical examination for detecting the presence of these substances (this provision will not apply if the damage to the vehicle occurred during the period from its theft until it is returned to its authorised user);
- h) when the vehicle is handed over to persons specified under paragraphs (e), (f) and (g) of this Article;
- i) while the vehicle is being operated as a working machine or used to handle a cargo (with the use of a hydraulic arm, dumping mechanism etc.; this provision will not apply if the damage to the vehicle occurred during the period from its theft until it is returned to its authorised user);
- j) while the vehicle is used together with an additional equipment out of the prescribed transport position or without the transport security measures prescribed by the manufacturer (this provision will not apply if the damage to the vehicle occurred during the period from its theft until it is returned to its authorised user);
- k) during the operation of a vehicle that is being used in an unauthorised manner;
- l) due to the operation of a vehicle whose design and technical condition do not meet road safety requirements, and the requirements for safety of attending persons, passengers and things and/or that has not been approved as technically fit for operation;
- m) during the use of the vehicle for military or other similar purposes;
- n) as a consequence of war-like events of any kind, armed clashes, invasions, mutinies, uprisings and strikes or acts of state and official power (including official seizure of the vehicle), public commotions, insurgencies, rebellions, revolutions, putsch, coup d'état, riots, acts of terrorism or other violent acts motivated by political, social, ideological or religious reasons; or due to measures taken against all the previously mentioned events; or in connection with the Insured Person's participation in them if such participation does not occur in fulfilling work or service duties in the Czech Republic; regardless of any other cause or event contributing concurrently or in any other sequence to the insured event, except where liability is judged to exist under the insurance contract by a court of competent jurisdiction insofar as is necessary to meet the requirements of laws and or the regulation in force in the Czech Republic or subsequent amendments thereto or successors thereof or alternative applicable legislation in the territory in which the insured event occurs;



- o) by the effects of nuclear power, ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear device or nuclear component thereof (generally nuclear energy risks as per the Nuclear Energy Exclusion Clause - NMA 1975a), emanation, pollution and emissions;
- p) by explosion of transported explosives or other hazardous substances;
- q) during repairs or maintenance of the vehicle or in direct connection therewith;
- r) while actively participating in land, air or water motor racing competitions and contests of any kind and during motor vehicle speed contests, type testing of speed and brakes, tip-over and stability tests, tests of range at the maximum speed, including preparatory and warm-up drives, unless the insurance contract provides otherwise;
- s) directly or indirectly by aeroplanes;
- t) as a consequence of indirect damage of any kind
- u) **Transportation Liability**  
Greenval excludes liability to service providers for the transportation of goods. Greenval excludes liability to a customer or third party for loss or damage to cargo in the Insured's care, custody or control. It also excludes cover to a third party for death, bodily injury or damage to property; to a customer or third party for an errors and omissions or professional negligence; to an Authority for fines and duty and any other forms of liability associated with the transportation of goods.
- v) **Commercial transportation of any flammable liquid**  
Greenval excludes vehicles which are involved in the transportation of flammable liquids, and which can be defined as liquids, which that can easily be ignited and capable of burning rapidly.
- w) **Commercial transportation of chemicals or gases in liquid**

Cover is further excluded and cannot be accepted on behalf of Greenval in respect of the following losses or damage directly or indirectly caused by or related to:

- Vehicles on airport premises except in areas to which the public have free vehicular access and except public vehicles, which enter only temporarily for the purpose of delivery. Any losses directly or indirectly involving aircraft are excluded;
- Vehicles taking part in racing, rallies and/or speed trials;
- Vehicles on rails or air cushions;
- Vehicles not designed to run on "terra firma";
- Buses with 10 seats or more, omnibuses, tramway
- Vehicles specifically designed or adapted for military and/or enforcement use;
- Public emergency service vehicles;



- Loss to, damage of or liability for goods conveyed in connection with any trade or business on any vehicle insured by Greenval (Transportation Liability);
- Ownership, operation, maintenance and/or use of any vehicle for which the principal use of is:
  - Transportation of high explosives, such as nitro-glycerine, dynamite and/or any other similar explosive;
  - The bulk transportation of any flammable liquid (the use of a tank truck for the transportation of fuel oil is not excluded);
  - Transportation of chemicals or gases in liquid, compressed and/or gaseous form;
  - The carrying of passengers for hire.

### **Article 13** **Reporting an insured event**

The Insured Person or the Beneficiary will report an insured event to the Policyholder using an online form available on the website [www.arval.cz](http://www.arval.cz). The Policyholder will subsequently report the insured event via appointed claims handler.

### **Article 14** **Costs of averting or minimising damage**

1. The Insurer will reimburse efficiently incurred costs of averting or minimising damage which the Policyholder, Insured or other person:
  - a) incurred in order to avert an imminent insured event;
  - b) incurred in order to mitigate the consequences of an insured event which has already occurred;
  - c) was obliged to incur due to hygienic, environmental or safety reasons in removing property or its remains damaged as a consequence of an insured event including compensation for damage caused to the Policyholder or the Insured Person during this activity.
2. The Insurer will reimburse the proven costs of averting or minimising damage up to:
  - a) 0.1% of the agreed insurance limit in case of a liability insurance;
  - b) 5% of the value of the vehicle determined by the Policyholder and contained in the insurance contract in case of a property insurance;
  - c) 30% of the agreed insurance limit in case of a liability insurance or of the value of the vehicle determined by the Policyholder and contained in the insurance contract in case of a property insurance, if costs of averting or minimising damage incurred in order to safeguard human life or health are concerned.
3. The limitation in accordance with Article 14(2) hereof will not apply if the Policyholder, the Insured Person or other person incurs costs for averting or minimising damage with the Insurer's consent, although such person is not otherwise obliged to incur such costs.
4. Standard vehicle towing or rescuing costs are not deemed to mean costs of averting or minimising damage pursuant to this Article.



## **Article 15**

### **Subrogation rights of the Insurer**

1. If in connection with an imminent or actually occurred insured event a person entitled to the payment of insurance benefits, the Insured Person, or a person that incurred costs of averting or minimising damage becomes entitled to compensation for loss from a third party or has any other similar right, such receivable including appurtenances, security and other rights associated therewith will pass onto the Insurer on the insurance benefits payment date up to the amount of the insurance benefits that the Insurer paid to the Beneficiary. This does not apply if such entitlement arises towards persons who share a household with the entitled person or who are dependent on the entitled person's support, unless such a person caused the insured event intentionally.
2. The person whose right has passed onto the Insurer will provide the Insurer with necessary documents with all required information to assert the claim. If this person prevents the transfer of this right to the Insurer, the Insurer is authorised to reduce the paid insurance benefits by the amount that the Insurer could otherwise obtain. If the Insurer has already paid any insurance benefit, the Insurer is entitled to compensation of up to this amount.

## **Article 16**

### **Delivery of Documentation**

1. Unless otherwise agreed, documents may be delivered:
  - a) upon handover and acceptance in the case of personal delivery;
  - b) by a postal service provider or an employee of the Insurer or any other person authorised by the Insurer to the address stated in the insurance contract or to the last address known to the Insurer;
  - c) via a databox;
  - d) by means of an electronic message provided with a guaranteed sender's electronic signature or via the Insurer's web-based application.
2. The Insurer's document delivered personally will be deemed delivered upon its takeover by the addressee.
3. The Insurer's document sent to the addressee by the postal service as registered mail or ordinary mail will be deemed delivered:
  - a) on the third business day after dispatching the mail or, if the document was sent to an address in another state, on the fifteenth business day after the dispatching;
  - b) on the date when the addressee refuses to accept the mail;
  - c) on the date when the mail is returned as undeliverable (e.g. if the addressee cannot be identified at the address to which the mail was sent, if the addressee did not mark his/her name and surname on the mail box or if the addressee has changed his/her place of residence and it is impossible to deliver the mail);
  - d) on the last day of the depositing period, if the addressee was not found and the Insurer's document was deposited by the deliverer at a post office;
  - e) on the date when the delivery of the mail is intentionally prevented.
4. Documents delivered via a databox will be deemed delivered upon the signing in by a person who, in accordance with their authorisation, is permitted to access the document.



5. The Insurer may use the Policyholder's or the Insured Person's place of residence or registered office specified for the insurance contract in all previously concluded insurance contracts. The Insurer will be also authorised to change these details stated in the insurance contract using details stated in the insurance that was concluded at a later time.
6. The parties will inform each other without undue delay of all facts important for the delivery of documentation. These changes will become effective vis-à-vis the other party when communicated to the other party.

#### **Article 17**

##### **Form of legal actions**

1. All legal actions concerning insurance including any purposes for change or termination of the insurance including any unilateral action to terminate the insurance contract must be made in writing.
2. The notice of an insured event and other documentation may also be made by telephone, via the Insurer's web-based application or by e-mail.

#### **Article 18**

##### **Governing law and jurisdiction**

The insurance is governed by Czech law and any disputes will be settled by Czech courts unless otherwise stipulated by binding legal regulations.

#### **Article 19**

##### **Data Protection / Personal Data Registration**

###### **DATA PROTECTION / PERSONAL DATA REGISTRATION**

Where the insurer collects personal data under this insurance contract, the insurer qualifies as a data controller within the meaning of the General Data Protection Regulation (REGULATION (EU) 2016/679 ("GDPR")). The Insurer processes personal data in accordance with the data protection notice, a copy of which is attached to this policy. A copy is also available at <https://www.greenval-insurance.com/greenval-data-protection-notice>. The data protection notice contains more information about which personal data the insurer can use, for what purposes, with whom the data can be shared, how long the data is stored and the rights and how these can be exercised. Questions about the protection of personal data can be sent by letter or email to the following address:

###### **Greenval Insurance DAC**

The Anchorage, 17-19 Sir John Rogersons Quay,  
Dublin 2, D02 DT18, Ireland  
[Privacy@greenval-insurance.ie](mailto:Privacy@greenval-insurance.ie)

The insurer is entitled to approach the Arval CZ S.R.O - the administrator of Greenval Insurance DAC in Czech Republic or the claims handler; ARC (Arval Regional Centre) (Slovakia), Inservis (Czech Republic) in order to exchange the data of the policyholder in connection with a responsible acceptance policy, the management of risks and the fight against fraud. The website of Arval CZ S.R.O and a copy of its data protection notice can be found at [WWW.ARVAL.CZ](http://WWW.ARVAL.CZ)



**GREENVAL INSURANCE**  
BNP PARIBAS GROUP

You can access the Greenval Data Subjects Rights Privacy Form on our website at the following link:

<https://www.greenval-insurance.com/greenval-data-protection-notice>



**GREENVAL INSURANCE**  
BNP PARIBAS GROUP

## **TERMS AND CONDITIONS OF VEHICLE INSURANCE**

### **PART II. B – SPECIAL PROVISIONS FOR MOTOR OWN DAMAGE INSURANCE (VPPG-M)**



## **Article 1**

### **Introductory Provisions**

1. The parties will adhere to this Part II.B of the Greenval general terms and conditions of vehicle insurance (“VPPG”) containing the special provisions for motor own damage insurance (“VPPG-M”) only if the motor own damage insurance has been concluded as part of the insurance contract.
2. The motor own damage insurance is concluded as indemnity insurance and its purpose is to compensate, to the agreed extent, the loss of property resulting from an insured event.
3. The motor own damage insurance will be governed by VPPG and VPPG-M.
4. The motor own damage insurance cannot be agreed for
  - a) vehicles within airport sites except for zones allowing free public vehicle entrance and except for public transport vehicles which enter the site only temporarily to transport persons to locations within the site;
  - b) rail or air-cushion vehicles;
  - c) vehicles not intended for ground operation (*terra firma*);
  - d) buses with 10 and more seats, omnibuses or trams;
  - e) public emergency service vehicles;
  - f) vehicles specially modified or adapted to military use;
  - g) vehicles that are primarily used for:
    - transport of strong explosives such as nitroglycerine, dynamite and/or any other similar explosives;
    - bulk transport of any flammable liquids (without ruling out the use of road tankers for the transport of fuel oil);
    - transport of chemicals and gases in liquid, pressured and/or gaseous form;
    - paid passenger transport based on a contract;
    - short-term rental with the exception of replacement vehicles;
    - contractor’s plant and equipment not on a public highway.

## **Article 2**

### **Insured Event, Insured Property, Insured Risks, Scope of Insurance and Territory Covered**

1. An insured event means the occurrence of damage caused to the insured vehicle and other insured property under VPPG-M and the insurance contract.
2. Unless VPPG-M provide otherwise, the insured property includes:
  - a) vehicles specified in the insurance contract with valid Czech registration cards and Czech registration plates fit for use on roads under the applicable legal regulations including standard, optional and compulsory equipment prescribed by law; the special equipment forms the insured property if specified in the insurance contract;
  - b) other items, if agreed in the insurance contract.
3. The insured property must be free of damage, unless the insurance contract provides otherwise. The following insured risks may be agreed upon in the insurance contract:



- a) accident and vandalism;
  - b) theft of the vehicle or part thereof;
  - c) natural event (including damage to the vehicle's wiring/parts by an animal).
4. This Insurance covers insured events occurring during the term of insurance in all countries of the Green Card system: Austria, Albania, Andorra, Belgium, Bulgaria, Czech Republic, Bosnia & Herzegovina, Switzerland, Cyprus (excluding Northern Cyprus), Denmark, Estonia, Finland, France, Croatia, Italy, Ireland, Iceland, Lichtenstein, Lithuania, Latvia, Luxembourg, Hungary, Malta, Germany, Netherlands, Norway, Poland, Portugal, Romania, Greece, Slovakia, Slovenia, Great Britain, Spain, Sweden, North Macedonia, Montenegro, Moldova, Serbia & Turkey.
- The excluded countries include Iran, Belarus, Ukraine, Kosovo, Northern Cyprus, Morocco, Tunisia, Israel, Russia and Azerbaijan.
5. The motor own damage insurance for vehicles > €100,000 (or local currency equivalent) for the insured risk of theft can be concluded only on the condition that the vehicle is equipped with an immobiliser or an approved mechanical device, unless the insurance contract provides otherwise.

### **Article 3**

#### **Other Duties of the Policyholder and the Insured Person**

1. In addition to the duties set out in Article 9 of the VPPG the Policyholder and the Insured Persons are obliged:
  - a) to allow the Insurer during the policy period to review the insured risk, in particular to inspect the insured property, to check the functioning of the safeguarding equipment protecting the insured item, to prove the existence of an ownership title to the insured property and submit the relevant documents or to allow the Insurer to inspect the technical, accounting or other similar documentation relating to the insured property;
  - b) to secure the insured property against theft and unauthorised use by properly locking the vehicle and activating other safeguards, as the case may be; in case of an insured event during which the insured property is damaged to take reasonable measures to eliminate or reduce the risk of the insured property being stolen, or to reduce the risk of any further damage caused to the insured property;
  - c) to wait with the repair of the damaged vehicle until the Insurer's instruction;
  - d) not to leave any documents pertaining to vehicle inside the vehicle, in particular the vehicle registration card and the certificate of vehicle registration;
  - e) to inform the Insurer without undue delay that the lost or stolen insured property has been found;
  - f) to take over the insured property if it is found after being previously stolen or lost;
  - g) to secure the vehicle against inadvertent movement;
  - h) to ensure, at their own expense, the replacement of all additional locks if one or more keys are lost or stolen.
2. The obligations under Article 3(1)(e) and (f) will apply mutatis mutandis to cases of theft of part of the vehicle or its insured equipment.



3. The Insurer will be authorised to verify the accuracy of documents based on which the insurance premium is determined, e.g. by means of an inspection of the insured property, by checking the functioning of the vehicle security system or by requesting other documents. The Insured Person and the Policyholder will be obliged to enable the Insurer to carry out such verification.

#### **Article 4**

##### **Right of the Insurer to Refuse the Payment or Reduce the Amount of the Insurance Benefits**

1. The Insurer will be authorised to refuse the insurance benefits payment under the insurance contract if the insured event was caused by a fact of which the Insurer was informed only after the occurrence of the insured event or which the Insurer could not find out when concluding the insurance or an amendment thereto due to untruthful or incomplete replies to written questions and which would lead to failure to conclude the insurance or to the insurance being concluded under different terms and conditions, if the Insurer had been aware of it at the time when the insurance was concluded. The Insurer may further refuse the indemnity if the Insured or the Beneficiary or another person who has acquired the right to the insurance benefits, when exercising the right to the insurance benefits from an individual insurance knowingly states false or grossly distorted material data concerning the scope of the insured event or data related to this event is deliberately concealed.
2. If an insured event occurs arising from the insured risk of theft and the keys or the documents of the stolen vehicle cannot be presented to the Insurer, the Insurer will be authorised, unless the insurance contract provides otherwise, to reasonably reduce the insurance benefits by up to one half of its amount. This will not affect the Insurer's right to reduce the insurance benefits amount in accordance with Article 11 of the VPPG and in other cases defined in VPPG-M.

#### **Article 5**

##### **Insurance Benefits, Sum Insured and Deductible**

1. The insurance benefits amount will be paid in the amount calculated in accordance with the conditions stipulated in this article.
2. The Policyholder will be responsible for determining the sum insured (both the usual price as well as the book value) of the insured vehicle at the time of the conclusion of the insurance. This value constitutes a basis for determination of the insurance premium.
3. The Insurer will determine the insurance benefits amount as follows:
  - a) in case of a total loss the Insurer will calculate the insurance benefits from the usual price of the vehicle immediately before the insured event, or from the book value of the vehicle immediately before the insured event, and benefits calculation will take whichever value is higher at the time of the insured event. Salvage will remain the property of the Policyholder. Payment of insurance benefits will be subject to the submission of all documents, keys and other items pertaining to the vehicle to the Insurer in accordance with Article 3(1)(g) of the VPPG-M;



- b) in case of damage caused to the vehicle, the insurance benefits cover the usual repair costs that are reimbursed on the basis of a submitted invoice for the repair. The Insurer will be authorised to request from the Beneficiary receipts for the billed spare parts; the Insurer will consider the purposefulness and economy of the repair; unless otherwise agreed, it is possible to agree upon the insurance benefits payment on the basis of a budget;
  - c) in case of theft of the vehicle the Insurer will calculate insurance benefits, after receiving confirmation from investigative, prosecuting or adjudicative bodies on the result of investigation, insurance benefits equal to the market value of the vehicle immediately before the insured event or the book value of the vehicle immediately before the insured event - which value is higher in the moment immediately before of the event. The insurance benefits payment is subject to the submission of all documents, keys and other items pertaining to the vehicle to the Insurer in accordance with Article 3(1)(g) of the VPPG-M;
  - d) in case of theft of part of the insured vehicle or its insured equipment placed in the locked vehicle the Beneficiary will become entitled to the insurance benefits only if documents proving that the perpetrator surpassed the barriers or safeguards protecting the insured equipment against theft are submitted to the Insurer;
  - e) items (a) and (b) of this paragraph will apply *mutatis mutandis* also to the insured equipment of the insured vehicle.
4. The Insurer will not pay any insurance benefits for damage caused due to the depreciation of the vehicle after the repair or due to the deterioration of its exterior or its technical and driving characteristics after the repair.
  5. In case the vehicle was damaged abroad to such an extent that a repair is necessary for putting the vehicle into operable condition, the Insurer will determine the purposefulness, economy, method and scope of the repair. In case the repair was carried out without the Insurer or its respective contractual partner being consulted, the Insurer will only pay costs additional to those necessary for putting the vehicle into an operable condition in so far as they equal usual prices in the Czech Republic. This will not apply if there is no repair shop for the insured vehicle in the Czech Republic.
  6. The insurance benefits will be payable within 15 days from the closure of an investigation necessary to establish the scope of the Insurer's obligation to pay the insurance benefits. The investigation must be conducted without undue delay. The investigation will be closed whenever the Insurer informs the Beneficiary of its results. If the investigation cannot be closed within three months from the date when the insured event was reported, the Insurer will inform the notifying party of the reasons due to which it cannot close the investigation and pay the Beneficiary, upon request, a reasonable advance. The Insurer may withhold the advance payment in justified cases.
  7. The concept of the underinsurance will not apply.
  8. If the Policyholder, the Insured Person or the Beneficiary breached any of their duties, the Insurer will be authorised to reasonably reduce the insurance benefits amount, if such a breach substantially contributed to the insured event, augmented the scope of its consequences or complicated the Insurer's investigation including the ascertaining or determining the insurance benefits amount. If the Insured Person breached the duty set out in Article 3(1)(g) of the VPPG-M, the Insurer will be authorised to reduce the insurance benefits amount regardless of other circumstances.



9. If the vehicle was not properly secured against theft or against inadvertent movement, the Insurer will be authorised to reduce the insurance benefits amount in proportion to the effect this fact had on the occurrence of the insured event, its course, the augmentation of the scope of its consequences or the ascertaining or determination of the insurance benefits amount.
10. The Insurer is not obliged to accept the found property. The ownership title to the insured property will not pass onto the Insurer, if the Insurer paid insurance benefits therefor. In such an event, the Beneficiary will return the insurance benefits amount after deducting reasonable costs the Beneficiary incurred due to repairs of the defects that occurred during the period when the Beneficiary was prevented from using the insured property.
11. The Insurer will pay the insurance benefits excluding VAT in cases where the Insured Person (Beneficiary) becomes legally entitled to a VAT deduction under the applicable legislation. In other cases, the Insurer will pay the insurance benefits including VAT.
12. In cases where the insurance benefits are paid on the basis of a budget in accordance with Article 6(3)(b) hereof the insurance benefits amount will be determined by the Insurer as an amount exclusive of VAT. The prices of spare parts specified by the Insurer in the budget will correspond to the prices of spare parts of equal quality, i.e. spare parts possessing the quality of the original spare parts. The price of repair work will be determined by the Insurer and will not exceed CZK 600 per hour excluding VAT, based on time-consumption norms recommended by the vehicle manufacturer.
13. The Insurer will pay the insurance benefits in the domestic currency, unless the insurance contract provides otherwise.
14. The Insured Person will cover part of the insurance benefits paid with respect to every insured event by means of an agreed deductible amount specified in the insurance contract; the cover of damage of the vehicle's wiring by an animal is exempt from deductible.
15. If the damage amount is lower than the agreed deductible amount, no insurance benefits will be paid.

## **Article 6**

### **Exclusions**

1. Unless the insurance contract provides otherwise, the right to the payment of insurance benefits is not applicable besides the general exclusions stated in Article 12 of the VPPG also to damage caused:
  - a) by operational load or stress, wear and tear or defects of the material or by corrosion, short circuit or excess voltage;
  - b) by design and manufacturing defects;
  - c) due to damage to or destruction of tyres unless other damage was caused to the vehicle, due to which the Insurer became obliged to pay the insurance benefits;
  - d) by incorrect operation or maintenance (such as incorrect gear shifting, use of incorrect fuel, shortage or use of incorrect fluids, engine overheating or seizure, incorrect placement and fixing of a cargo on the insured or towed vehicle, driving through flooded or submerged areas, starting a flooded or submerged vehicle etc.);
  - e) by commercial cargo transported by the insured vehicle, including damage caused due to loading or unloading the cargo;



- f) during repairs or maintenance of the vehicle or in direct connection therewith;
  - g) to visual, audio, data and other types of records and their carriers;
  - h) to portable electronic equipment inside the vehicle (portable navigation, portable DVD player etc.) and to electronic toll collection equipment;
  - i) to motor fuels;
  - j) by fire occurring on those parts of the vehicle which caused the fire;
- or in connection with the above.
2. The provisions of this Article 6(1)(c) through (e) will not apply if the damage occurred during the period from the theft of the vehicle until it is returned to its authorised user.

## **Article 7**

### **Supplemental Glass Insurance**

1. The windscreen insurance covers damage to the glass in all car windows. The windscreens are insured against the following insurable risks:
  - a) accident;
  - b) natural event;
  - c) theft; and
  - d) vandalism
2. In addition to the general exclusions under Article 12 of the VPPG and Article 6 of the VPPG-M the supplemental windscreen insurance will not apply to any related damage such as damage caused to the motorway toll stickers, protective foils etc.
3. The insurance benefits amount for windscreen insurance is the new price of the windscreen based on purchase price of the part.
4. The Insurer will not pay any insurance benefits if an insured event involving the windscreen of the insured vehicle occurred due to the theft of the whole vehicle or in connection with a total loss of the vehicle.
5. The Insurer will not pay any insurance benefits if the insured windscreen was damaged before the insurance was concluded. If the Insurer discovers this fact only after the payment of the insurance benefits, the Insurer will be authorised to demand that the insurance benefits be returned and the Insured Person will immediately return the insurance benefits to the Insurer.
6. The Insurer will not pay any insurance benefits if the repair or replacement of the windscreen is not completed by a Greenval approved Body Repair Shop. In case the windscreen is damaged abroad, the procedure set out in Article 5(5) of the VPPG-M will apply.
7. The Insurer will provide reasonable insurance benefits in accordance with Article 5 (3) of the VPPG-M with the difference that no insurance benefits payment on the basis of a budget may be agreed on.
8. The Policyholder and the Insured Person will proceed in accordance with Article 8 (2) (d) of the VPPG, if other insured event occurred in connection with the insured risk of theft or vandalism.
9. The concept of underinsurance will not apply to this type of insurance.



10. The Insurer will apply deductible of CZK 500 in case of replacement of front screen, deductible is not applied in case of front screen repair.

## **Article 8**

### **Supplemental Substitute Vehicle Insurance**

1. The substitute vehicle insurance covers the damage incurred by the Policyholder as a result of a replacement vehicle rental:
  - a. during the repair of his/her vehicle by the Contractual repairer due to damages resulted from an accident, natural event or vandalism if the total time of the repair by the manufacturer's standards exceeds 8 man-hours; or
  - b. in the case of theft of his/her vehicle.
2. The Policyholder is entitled to receive insurance benefits for the period in which he/she is prevented from using his/her own vehicle as stated in Article (8)1 above. The amount should correspond to the cost paid by the Policyholder for the rental of a replacement vehicle. Proof should be provided by the Policyholder via a written certificate issued by an approved repairer. The cost should not exceed the insurance limit amounting to CZK 1,000 (excl. VAT) per day and CZK 5,000 (excl. VAT) in total.
3. The substitute vehicle insurance can only be arranged for personal vehicles and trucks with a gross weight not exceeding 3,500 kg.

## **Article 9**

### **Termination of the Supplemental Insurance**

The supplemental insurance under Article 7 and Article 8 of the VPPG-M can only be arranged for the vehicles to which the motor own damage insurance provided by the Insurer applies and terminates with the termination of the motor own damage insurance at the latest.



## Data Protection / Personal Data Registration

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