

# GENERAL TERMS AND CONDITIONS FOR USE of the website of Euroins AD – [www.euroins.bg](http://www.euroins.bg)

Last Updated October 31, 2023

"Euroins Insurance Company" JSC is a registered company in Bulgaria, with headquarters at the address of management: Sofia, Sofia, P.O. Box 1592, bul. 43 Christopher Columbus, VAT number BG121265113.

## 1. AGREEMENT TO THE TERMS of use of the website [www.euroins.bg](http://www.euroins.bg)

Please read these Terms and Conditions and the relevant applications carefully before continuing to use the Internet page/website [www.euroins.bg](http://www.euroins.bg) and before using insurance services offered through the adjacent Internet portals [myhealth.euroins.bg](http://myhealth.euroins.bg) and [my.euroins.bg](http://my.euroins.bg).

The current version of these General Terms and Conditions is published and maintained on the website [www.euroins.bg](http://www.euroins.bg). They are also easily accessible from the Internet portals [myhealth.euroins.bg](http://myhealth.euroins.bg) and [my.euroins.bg](http://my.euroins.bg).

These General Terms and Conditions for Use of the [Website \[www.euroins.bg\]\(http://www.euroins.bg\)](http://Website www.euroins.bg) (the Terms and Conditions / General Terms and Conditions) constitute an agreement concluded personally (a natural person) or on behalf of a legal entity (the user) and Euroins Insurance Company AD (Euroins AD / the Company) **regarding the access and use of [www.euroins.bg](http://www.euroins.bg)**, as well as any other media form, media channel, mobile website or mobile application, including portals/platforms [myhealth.euroins.bg](http://myhealth.euroins.bg) and [my.euroins.bg](http://my.euroins.bg). General terms and conditions for concluding insurance contracts through the website of Euroins Insurance Company, pre-contractual information for users of insurance services pursuant to Art. 324 and Sec. 326 of the Insurance Code and according to art. 8 of the Distance Financial Services Act and the General Terms and Conditions for online claims for health goods and medical insurance services, as well as the Privacy Notice in connection with the provision of insurance services.

Confirmation of the General Terms and Conditions is an element of any affirmative action by active action – ticking a "check box" or pressing a virtual button against a text clearly expressing the user's will and consent, and has the force of an electronic signature under the Electronic Document and Electronic Certification Services Act (EDEA). By consent, each user shall:

- Declares that he/she is familiar with these General Terms and Conditions, as well as General Terms and Conditions for concluding insurance contracts through the website of Euroins Insurance Company, pre-contractual information for users of insurance services pursuant to Art. 324 and Sec. 326 of the Insurance Code and according to art. 8 of the Distance Financial Services Act and the General Terms and Conditions for online claims for health goods and medical insurance services, as well as the Privacy Notice in connection with the provision of insurance services.
- He declares that he is familiar with the information under art. 324-326 of the Insurance Code and accepts it.
- He declares that he is familiar with the information under art. 8 of the Law on the Provision of Financial Services at a Distance and adopts it.
- Declares that he has made an informed decision to use the SITE, portals, as well as the insurance services offered.

By accessing the Site and the Portals, the User accepts that he has read, understood and agrees with these General Terms and Conditions of Use and the above mentioned applications. The confirmation of the General Terms and Conditions is a mandatory element of the use and performance of actions through the portals.

"Euroins Insurance Company" AD reserves the right to amend at any time and at its own discretion these GENERAL TERMS. The amended GENERAL TERMS and CONDITIONS shall enter into force immediately and become mandatory for the user of the SITE [www.euroins.bg](http://www.euroins.bg) or Internet portals / platforms [myhealth.euroins.bg](http://myhealth.euroins.bg) and [my.euroins.bg](http://my.euroins.bg) from the moment of their publication on the SITE and on the Internet portals.

If a user does not agree with the User Terms, then they should discontinue using the Site and Portals.

## 2. OWNERSHIP and USE

The website [www.euroins.bg](http://www.euroins.bg) (the Site ), as well as the following **portals: [my.euroins.bg](http://my.euroins.bg) and [myhealth.euroins.bg](http://myhealth.euroins.bg)** (the Internet portals/portals) to which the Site may redirect you are the property of Euroins Insurance Company. "Euroins Insurance Company" JSC is a registered company in Bulgaria, with headquarters at the address of management: Sofia. Sofia, P.O. Box 1592, bul. 43 Christopher Columbus, registered in the Commercial Register and the Register of Non-Profit Legal Entities at the Registry Agency with UIC 121265113.

Ownership includes (non-exhaustive list): all source code, databases, functionality, software, website design, audio, video, text, photos and graphics (collectively, Content) and trademarks. The trademarks and logo contained therein (the Marks) are owned or controlled by the Company or licensed to Euroins AD and are protected by applicable regulations in the Republic of Bulgaria. Content and brands are provided on the site for information purposes only of the user and his personal use. The Site, its Content or Marks may not be copied, reproduced, aggregated, published, republished, uploaded, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed or otherwise exploited for any commercial purpose without our express prior written consent. Any downloading or printing of a copy of any part of the Content must be for personal, non-commercial use only. The use of the services of the SITE and portals may only be made for personal/non-commercial purposes. The use of the services for any other purpose will not be binding on Euroins AD and will not have contractual consequences for the parties. The SITE [www.euroins.bg](http://www.euroins.bg) is for general information purposes, providing basic information about the Insurer and the insurance products and services offered by Euroins AD.

The Internet portals - **[my.euroins.bg](http://my.euroins.bg)** and **[myhealth.euroins.bg](http://myhealth.euroins.bg)**, provide the opportunity to conclude an insurance contract for certain insurance products offered by Euroins AD and to claim a distance medical insurance. Full information under the Distance Financial Services Act (MFSA) and the Insurance Code (CPC) is available in the attached General Terms and Conditions referred to in item 1. The insurance contract is concluded on the territory of the Republic of Bulgaria and is in Bulgarian.

However, no part of the Content of the SITE or the portals may be treated as a direct offer or consultation to purchase a service of the Insurer and does not constitute an offer in a legal sense.

The Insurer reserves the right to change the price and conditions of the services presented on the site and portals without notifying its Users, as well as to correct errors in the description of the products. Typographical errors, differences in color visualization, as well as changes in the design of products are possible. Euroins AD reserves the right to correct any errors, inaccuracies or omissions and to change or update the information on the Site at any time without notice.

## 3. COPYRIGHT INFRINGEMENT

Euroins AD respects the intellectual property rights of others. If users believe that any material available on or through the Site infringes any copyright they own or control, they should immediately notify the Company using the contact information provided below (Notice). A copy of the Notification shall be sent to the person who has published or stored the material addressed in the Notification.

## 4. DEFINITIONS

For the purposes of these Terms of Use:

- "Website" is a set of files, photos, text, pages, menus, subpages, which are combined under one common domain name.
- "Website" is part of the website.

- "Server" is a device or system of connected devices on which or on any of which system software is installed to perform tasks related to storing, processing, receiving or transmitting information.
- "Insurer" is the person who is a party to the insurance contract and who owes payment of the price of the insurance contract.
- "Insured" is the person whose property goods are subject to insurance protection under the insurance contract.
- "Electronic statement" is a verbal statement presented in digital form through a generally accepted standard for transformation, reading and presentation of information, including one that does not contain verbal information.
- "Electronic document" is any content stored in electronic form and containing an electronic statement.
- 'electronic signature' means data in electronic form which are added to other data in electronic form or logically related to them and which are used to sign it, including the action of ticking, entering data or pressing a button to continue the actions in the process of concluding the insurance contract.
- "Advanced electronic signature" is an electronic signature that allows the identification of its holder and is linked to it in an indisputable way, including by entering confirmation data sent to an email address, telephone number or unique code specified by the titular on the Insurer's website.
- "Qualified electronic signature" is an advanced electronic signature that is created by a qualified electronic signature creation device and is issued by a qualified certification service provider.
- "User" is any person – natural or legal, who visits and uses the website, as well as the portals of "Euroins" AD.
- "Distance financial services contract" shall be any contract concluded between a supplier and a consumer as part of a system for the provision of financial services at a distance, organized by the supplier, whereby from the making of the offer to the conclusion of the contract the parties use exclusively means of distance communication - one or more.
- A consumer within the meaning of art. 7 of the Distance Financial Services Offering Act (LEAFA) is any natural person who, as a party to a distance financial services contract, acts outside the framework of his commercial or professional activity.
- User Name:
- For the portal myhealth.euroins.bg represents the personal identification number of each individual insured person.
- For the portal, the my.euroins.bg is the telephone number of the registered user.
- "Password" is a unique combination of letters / numbers / symbols, which together with the username allows the user of insurance services to identify himself and use the portals of the Insurer.
- A virtual POS terminal is a system for making online payments via debit or credit cards without the physical presence of the card itself. Transactions with a bank card are carried out at a virtual POS of the servicing bank and the Insurer does not process and does not have access to bank card and payment data. The security of payment is guaranteed by the bank.
- "Basket" – a functionality through which a portal **my.euroins.bg** memorize any due upcoming payment and/or due installment on already purchased and active insurance.

## **5. TECHNOLOGY FOR REQUESTING AND USING INSURANCE SERVICES THROUGH THE SITE AND PORTALS**

Insurance services provided through the portals myhealth.euroins.bg and my.euroins.bg are offered and performed only in Bulgarian, and the relevant contracts and documents are generated in Bulgarian and stored in the Insurer's database.

Users have the opportunity to request an insurance service through the Portal by:

- Registered users – actions taken in advance by the User, consisting in the creation of an "Account" / "Account" on the Portal and enabling their data to be preset and stored. The functionality gives the right to subsequent change of the entered data. By registering, each

user agrees to keep their password confidential. And we are responsible for any use of the account and password in this profile.

- Guest users – users of the site who fill in their data for one specific order without the data being stored on the portal and without the possibility of subsequent order and / or change of the same.

Each user, regardless of registered or guest, is responsible for incorrect or incorrect data, both with regard to the data on the insurance contract and the attached documents and with regard to the validity / validity of the insurance under the Insurance Code.

**IMPORTANT!** Registered users of the portals can only be persons with active insurance. Automatic registration is possible within 30 days after the date of payment of the insurance product under the conditions announced in the portal. Users may correct or correct at any time the data entered in their Profile only if they have chosen to register. If a User has placed an order as a "guest", the entered data is not stored on the portal and cannot be changed. Valid for an action changes and corrections in the profile are possible no later than the statement of conclusion of the Contract.

- **Portal [my.euroins.bg](http://my.euroins.bg):**

All insurance services available for distance purchase through a **portal [my.euroins.bg](http://my.euroins.bg)** have a price in Bulgarian leva (BGN), which is indicated upon presentation. This price is final, including all taxes and fees. The use of the site and / or portals, including their functionality (conclusion of a distance contract or claim) does not generate and is not subject to additional fees, commissions or other remuneration. Any information published on the site or portals is current at the time of its visualization before the conclusion of the distance contract.

By pressing a button explicitly indicating "Complete the order", it is considered that the order has been made, an electronic statement for conclusion has been sent. The statement of conclusion of the contract and the confirmation of its receipt shall be deemed to have been received when their addressees have the opportunity to access them. The insurance contract is concluded and enters into force (active insurance) upon payment. The full description and pre-contractual information under the FISA, including the procedure for exercising a refusal by a consumer, is available in the attached General Terms and Conditions for concluding insurance contracts through the website of Euroins Insurance Company. When exercising rights, including withdrawal, the consumer is obliged to indicate precisely, clearly and unambiguously the insurance contract in respect of which he exercises the right in question. The exercise of this right, including withdrawal within the meaning of the FISA, does not affect and has no effect on the other insurance contracts of the user.

- **Portal [myhealth.euroins.bg](http://myhealth.euroins.bg):**

The technology for using the service through a portal [myhealth.euroins.bg](http://myhealth.euroins.bg) is described in the attached General Terms and Conditions for online claims for health goods and medical insurance services.

Without limiting any other provision of these terms of use, Euroins AD reserves the right, at its sole discretion and without notice, to deny access to and use of the Site and/or portals (including blocking certain IP addresses) to any person for any reason or no reason, including without limitation violation of any provision, contained in these General Terms and Conditions of Use or by any applicable law or regulation. The Company may terminate the use of or participation in the Site and/or Portals or delete the Account and any content or information that is posted by the Site User at any time, without notice, at its sole discretion.

If Euroins AD terminates or terminates the user's account for any reason, the user has no right to register and create a new account under his name or the name of another person, even if he acts on behalf of the latter.

## 6. PAYMENT METHODS

Payment is made in Bulgarian leva (BGN) only with a bank card (debit or credit) through a virtual POS serviced by a Bulgarian bank. The security of the payment is guaranteed by the bank and the Insurer does not have access to the card data.

The insurer does not process bank card and settlement data. He receives only a message confirming a payment from the bank.

The platform does not process, including the ability to store bank card data or virtual payment instruments, so each payment must be separately completed, signed and ordered in accordance with the order of the servicing bank.

When requesting an insurance service through the **Portal my.euroins.bg**, the User is redirected directly to payment in the manner described above.

The amounts specified in "Basket" are in Bulgarian leva (BGN) and indicate amounts due under an already concluded insurance contract, for example when the insurance is requested for payment in installments.

## 7. PRIVACY POLICY

Euroins AD takes care of the confidentiality and security of data. Please review the Privacy Notice in connection with the provision of insurance services: <https://euroins.bg/pages/zashtita-na-lichnite-danni>. By using the Site, the User undertakes to familiarize himself with the Privacy Notice in connection with the provision of insurance services, which is part of these General Terms and Conditions of Use.

## 8. ELECTRONIC COMMUNICATIONS

Visiting the Site, sending emails and filling out online forms constitute electronic messages. By accepting these terms of use, the site user agrees to receive electronic messages, and that all agreements, notices, disclosures and other communications that are provided electronically, by e-mail and on the Site meet the legal requirements for such communication to be in writing.

These messages are informative in nature. The Insurer does not send commercial messages, advertisements, marketing campaigns and the like to users of the Site.

## 9. SITE MANAGEMENT

Euroins JSC reserves the right to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who violates the law or these Terms of Use, including, without limitation, notifying such user to the competent governmental authorities; (3) deny or restrict access to the Site, and restrict or disable (to the extent technologically feasible) any statement or part thereof; (4) without notice, remove from the Site or otherwise disable any files and content that are excessive in size or in any way burdensome to the Company's systems; and (5) to operate the Site in a manner designed to protect its rights and property and facilitate the proper functioning of the Site.

## 10. AMENDMENTS AND INTERRUPTIONS

Euroins AD reserves the right to change, modify or remove the content of the Site at any time or for any reason at its sole discretion without notice. Euroins AD reserves the right to change or terminate all or part of the Site at any time without notice.

The Company does not guarantee that the Site will be available at any time. There may be hardware, software or other problems or you may need to perform maintenance related to the Site, resulting in interruptions, delays or errors. Euroins AD reserves the right at any time to change, revise, update, suspend, terminate or otherwise amend the Site or for any reason without notice. The User agrees that Euroins AD shall not be liable for any loss, damage or inconvenience caused by inability to access or use the Site during the stay or termination of the Site. Nothing in these Terms and Conditions shall be construed as an obligation to maintain the Site or to provide corrections, updates or releases in connection therewith.

## 11. THIRD PARTY WEBSITE AND CONTENT

The Site and Portals may contain links to other websites (Third Party Websites), as well as articles, photos, text, graphics, photographs, design, music, sound, video, information, applications, software and

other content or elements belonging to or originating from third parties (Third Party Content). Such third-party websites and their content are not monitored or checked for accuracy, appropriateness or completeness by the Company, and Euroins AD is not responsible for third-party websites, or their content, available through the Site, including the content, reliability, privacy policies or other policies of or contained on third-party websites or their content.

The Company recommends that users review the applicable terms and policies, including privacy and data collection policies, on any website whose link has followed from the Site. All purchases made through third-party websites are made through other sites and by other companies, and Euroins AD assumes no responsibility in connection with such purchases that are made between the users and the third party concerned.

## **12. PROHIBITED ACTIVITIES**

The User is not entitled to access or use the Site for purposes other than those for which it was provided. The site may not be used in connection with any commercial endeavors, except for those specifically approved by Euroins AD.

The User of the Site agrees that you will not:

- Retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from the Site owner;
- Misleads Euroins AD and other users, especially in any attempt to learn protected information such as user passwords;
- Circumvents, disables or otherwise interferes with the security features of the Site, including features that prevent or restrict the use or copying of any Content or impose restrictions on your use of the Site and/or the content contained therein;
- Use any information obtained from the Site to abuse or harm another person;
- Use the Site in a manner inconsistent with applicable laws or regulations;
- Participates in unauthorized framing or linking to the Site (hacking);
- Participates in any automated use of the system, such as the use of scripts to send comments or messages, or the use of data mining, robots or similar data collection and retrieval tools;
- Delete the copyright or other proprietary notice from any Content;
- Attempts to impersonate another user or person or use another user's username;
- Uploads or transmits (or attempts to upload or transmit) any material that acts as a passive or active mechanism for collecting or transmitting information, including, without limitation, clear graphics exchange formats (gifs), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes called spyware or passive collection mechanisms or pcms);
- Interferes with, violates or creates an unnecessary burden on the Site, networks or services related to the Site;
- Attempts to circumvent all measures on the Site designed to prevent or restrict access to it or any part of it;
- Copy or adapt the software on the Site, including but not limited to Flash, PHP, HTML, JavaScript or other code;
- Makes unauthorized use of the Site, including collecting user names and/or email addresses of users electronically or otherwise for the purpose of sending unsolicited e-mail or creating user accounts by automated means or under false accounts;
- Use the Site to advertise or offer to sell goods and/or services;
- Transfers your account in a remunerative or uncompensated manner.

## **13. LIABILITY**

The site is provided in the form in which it was created. The user agrees that the use of the site and its services is at his own risk. Euroins JSC does not guarantee the accuracy or completeness of the content of the site or the content of websites linked to the site and is not responsible for any (1) errors or inaccuracies in the content and materials, (2) any unauthorized access to or use of the secure servers and/or any personal information and/or financial information stored therein, (3) any interruption or suspension of transmission to or from the Site, (4) any bugs, viruses, Trojan horses or the like that may be transmitted to or through the Site by a third party, and/or (5) any errors or omissions in the Content and Materials or for any loss or damage of any kind arising as a result of the use of any Content, published, transmitted or otherwise made available through the Site. "Euroins" AD assumes no

responsibility for any product or service advertised or offered by a third party through the site, website with hyperlinks or website or mobile application included in a banner or other advertising, and will not be a party or be responsible for monitoring any transaction between the user and third party suppliers of products or services, as with the purchase of a product or service through any medium or in any medium. The user should use his best judgment and be careful.

"Euroins" AD shall not be liable to the user or any third party for any direct or indirect, consequential damages, including lost profits, arising from the use of the site.

#### **14. APPLICABLE LAW**

These conditions shall be governed by and construed in accordance with the legislation of the Republic of Bulgaria and the European Union.

#### **15. DISPUTE RESOLUTION AND CONTROL BODIES**

The parties agree that disputes between them will be resolved by agreement. If an agreement cannot be reached, the dispute is resolved by the competent court in Sofia. Sofia.

Supervisory bodies, including for filing complaints against the Insurer are:

Financial Supervision Commission

Address: Sofia 1000, ul. Budapest No. 6

Headquarters: 02/ 9404 999

e-mail: [bg\\_fsc@fsc.bg](mailto:bg_fsc@fsc.bg)

Website: [www.fsc.bg](http://www.fsc.bg)

Commission for Personal Data Protection

Address: Sofia 1592, bul. "Prof. Tsvetan Lazarov 2,

wire. 02/91-53-515, 02/91-53-519

fax 02/91-53-525

Email: [kzld@cpdp.bg](mailto:kzld@cpdp.bg)

Website: [www.cdpd.bg](http://www.cdpd.bg)

Commission for Consumer Protection

Address: 1000 Sofia, sq. " Slaveykov" No4A, floor 3, 4 and 6,

phone: 02 / 980 25 24

fax: 02 / 988 42 18

hotline: 0700 111 22

Email: [info@kzp.bg](mailto:info@kzp.bg)

Website: [www.kzp.bg](http://www.kzp.bg)

Commission for Protection of Competition

Address: gr. Sofia 1000, bul. "Vitosha" No18

Phone: (02) 935 61 13

Fax (02) 980 73 15

Email: [cpcadmin@cpc.bg](mailto:cpcadmin@cpc.bg)

Website: [www.cpc.bg](http://www.cpc.bg)

#### **16. MISCELLANEOUS**

In the event that any provision or part of a provision of these Terms of Use is determined to be contrary to law, this shall not invalidate the remaining provisions.

#### **17. CONTACTS**

To make a complaint about the Site or to obtain further information regarding your use of the Site, please contact us at:

**"ZD EUROINS" AD**

**Bull. "Christopher Columbus" No 43**  
**Sofia 1592**  
**Bulgaria**  
**Tel.: +359 700 17 241**  
**Fax: +359 2 9651 526**  
**office@euroins.bg**