

General insurance terms for professional indemnity insurance

(Claims Made insurance principle)

Article 1 Opening provisions

1. PREMIUM Insurance Company Limited, an insurance company with its registered office at 68 George Borg Olivier Street, STJ 1081, St. Julian's, Malta, acting in the territory of Slovak Republic through its organizational unit PREMIUM Poist'ovňa, pobočka poisťovne z iného členského štátu, with its registered office at Námestie Mateja Korvína 1, 811 07 Bratislava – district Staré Mesto (hereinafter as the “insurer”) undertakes to provide compensation for damage in form of the payment subject to the conditions stated in the policy, the inseparable part of which are also these General insurance terms for professional indemnity insurance (hereinafter as the “PREMIUM VPPZ PI”), however, provided that the insured shall be liable pursuant to the valid legal regulations.

Article 2 Subject and scope of the insurance

1. The insured shall have the right that the insurer shall in lieu of the insured indemnify the injured party for the damage caused in connection with the *insured professional service* the insured is authorized to carry out pursuant to the generally binding legal regulations to the extent of the coverage under these VPPZ PI and contractual arrangements.
2. Subject to the terms of the policy and these PREMIUM VPPZ PI (the “Claims Made” insurance principle) the insurer shall provide the payment solely for the damage as a result of a damaging event if the claim has been firstly asserted vis-à-vis the insured and notified to the insurer or the circumstances leading to the occurrence of the claim have been firstly notified to the insurer during the term of insurance coverage, whereas or during the extended period for the right to notify the claim and at the same time the claim relates to the breach of obligations by the insured having occurred prior to the termination of the term of the insurance coverage indicated in the policy, however, earliest after the date of the insurance inception or after the retrospective date if agreed in the policy.
3. The insured shall also be entitled to be compensated for any reasonably incurred legal defence costs (max. up to the attorney tariff remuneration) in connection with the claim raised vis-à-vis the insured due to the damage covered by the insurance and even in such case that the legal claim has been raised vis-à-vis the insured unlawfully, however, this all apply only if the acts of defence of the insured have been approved by the insurer in advance. In lieu of the reimbursement of costs the insurer shall be entitled to appoint to the insured for a necessary time a legal representative that shall represent the insured in the damages proceedings at the expense of the insurer. The insurer reserves the right to investigate, scrutinize and in its own discretion amicably settle any claim. The costs of the legal defence shall not increase the sum insured and the insurer shall provide the compensation thereof along with the damages in the maximum amount of the sum insured or of the sublimit if the legal defence costs relate to the claims arising of the hazard limited in the policy by the payment sublimit.
4. Unless otherwise stated in the policy, the insurance shall cover any damage occurring in the territory of Slovak Republic, Czech Republic, Hungary, Poland or Austria.
5. The scope of damage compensation from the insurer's end shall be limited by the amount of the sum insured, payment limit and other sublimits agreed in the policy and in these PREMIUM VPPZ PI. The sublimit agreed in the policy or stated in these PREMIUM VPPZ PI shall not increase the sum insured.

Article 3 Exclusions

1. The insurance shall not cover any damage exceeding the sublimits indicated below that are provided by the insurer within the basic coverage, whereas the insured shall subject to an agreement with the insurer have the option to arrange for an extended coverage in policy; thus unless otherwise stated in the policy, the insurance shall not cover any damage:
 - (a) to any objects that have been taken over by the insured from its client for the purpose to carry out the profession in amount of above EUR 5,000 per one policy period; whereas these objects mean, in particular, written instruments, plans, business and accounting books and similar documentation, containing the register of assets and liabilities, expert opinions, data carriers and records therein, whereas the right for the payment shall arise exclusively in case of theft of the objects taken over if at the time of the theft such objects have been stored in a locked room, secured by at least two security locks with security shields on the door or secured by any other security measure of a higher level.

The offender must each time provably overcome the locked door or duly closed window and the damaging event must be investigated by a law enforcement authority.

In case of a damaging event the insured shall each time call the police under the previous sentence and ask for investigation of the damaging event by the police if the insured is physically fit to do so or if the police has not been called to the same damaging event by another person.
 - (b) caused by the insured as a result of unintentional breach of intellectual property rights in an amount above EUR 5,000 per one policy period.
2. Further, the insurance shall not cover any liability for damage caused:
 - (a) by breach of obligations by the insured at the time when the insured has not been authorized to carry out the insured professional service pursuant to the generally binding legal obligations or caused by acting beyond the insured professional service,
 - (b) as a result of breach of obligation for which the insured is held liable and of which the insured has known before the entering into the policy,
 - (c) as a result of acts of the insured that resulted prior to entering into the policy into initiation or commencement of proceedings on damages or any other related proceeding in order to prove the fault of the insured,
 - (d) by the insured having undertaken an obligation pursuant to an agreement to provide damages beyond the damages stated by the generally binding legal regulations. This shall not apply to any damage the insured would have been held liable for pursuant to generally binding legal regulations even if the insured did not contractually undertake the liability for damage;
 - (e) intentionally or by wilful negligence of the insured or any other persons acting on the initiative of the insured;
 - (f) by failure to meet the obligation to avert any imminent damage or by failure to carry out actions to prevent the intensification of the extent of the occurred damage or damage being occurred;
 - (g) by any activity that is pursuant to the law subject to damage liability insurance or any claims arising thereof are subject of any other mandatory, statutory or compulsory contractual insurance other than the professional indemnity insurance stated in the policy,
 - (h) by failure to meet any contractual obligation or by failure to provide the commissioned service or any other works associated with the performance of the profession, including any sanctions resulting therefrom;
 - (i) to health or to an object;

- (j) resulting directly or indirectly from damage to health that occurred due to occupational accident of the employee of the insured,
 - (k) by or resulting from any loss, damage, destruction, malfunction, deletion, distortion or modification of electronic data or software due to any reason whatsoever (including, however not limited to computer viruses) or by impairment of utility, functionality or price resulting therefrom;
 - (l) by failure to account for the cash taken over, remuneration or to pay or collect any premium, commissions, taxes or any other funds or any other securities, cheques, savings books, vouchers or any other payment means;
 - (m) by failure to attain the anticipated outcome or by failure or by mistake when realizing any investment or by change of the market value of the investment or by relying on an advice of any person to the manner of the investment or by relying on the investment forecasts by the insured;
 - (n) as a result of insolvency or bankruptcy of the insured;
 - (o) as a result of insolvent condition of financial institutions (e.g. banks, insurance companies or any other entities);
 - (p) by acting or by omission in conflict with the good manners, defraudation, fraudulent act, caused by criminal offence or under influence of alcohol, narcotic or psychotropic substances;
 - (q) as a result of acts of the director, manager or any other chief employee or that has occurred as a result of acts of any shareholder or member of bodies of the company of the insured, whereas this exclusion shall not apply if the damage has been caused while carrying out the insured professional service;
 - (r) by the obligation of the insured to pay any fees, fines, penalties, financial sanctions imposed pursuant to criminal, civil or commercial legal regulations, regulations of administrative law or pursuant to a contractual relationship provided such obligation has been imposed or arisen directly to the insured;
 - (s) by infringement of intellectual property rights, business secret, defamation, slander, unlawful infringement of rights of protection of privacy, discrimination, by breach of generally binding regulations on competition law or unfair competition.
3. The insurance shall not cover any claims for damages including reimbursement of fees of legal representation in connection with any right for damages granted by a recognized official public authority either territorially or functionally competent to Unites States of America (USA) or Canada.
 4. The insurance shall not cover any claims asserted pursuant to the Directive 2004/35/CE of the European Parliament and of the Council on environmental liability with regard to the prevention and remedying of environmental damage or pursuant to generally binding legal regulations governing environmental liability or remedy of environmental damage.
 5. The insurance shall not cover any damage the insured is liable for vis-à-vis his/her/its wife/husband, relatives in direct line, persons living with the insured in the same household, shareholders or their wives/husbands or relatives in direct line or persons living with the shareholder in the same household. Also, the insurance shall not cover any liability for damage of any business entity with an equity participation therein of the insured, his/her wife/husband, relative in direct line or a person living with the insured in the same household; whereas in case of damage the payment shall be pro rata reduced by the share of the equity participation in such entity of the aforementioned person.

Article 4 The inception, amendment and termination of the insurance

1. The insurance shall be agreed either for a definite or indefinite term, whereas unless otherwise stated in the policy, the insurance shall be agreed for indefinite term and the policy period shall be a period of one year. The insurance shall incept as of the first day following the entering into the policy, unless agreed by the parties that the insurance shall incept by mere entering into the policy or a later date of insurance inception has been determined.
2. The scope of the insurance agreed in the policy may be amended only by an agreement of the parties; however, this shall not apply if during the validity of the insurance the co-

- insured entity is terminated where upon the termination of the co-insured the damage liability insurance shall be terminated. The same rules as for the entering into the policy shall also apply for entering into an agreement on amendment to the policy. The entry into force of the amendment to the policy shall be indicated in the agreement on such amendment.
3. Unless agreed otherwise, with regard to the amendment to the policy the inception date and the end date of the policy period shall not be affected.
 4. The insurance shall terminate:
 - (a) upon expiry of the agreed term indicated in the policy;
 - (b) by a written notice of one of the parties to the end of the policy period, whereas the notice shall be delivered to the other party at least six weeks prior to the end of the policy period;
 - (c) by a written notice of one of the parties within two months following the date of entering into the policy with a notice period of eight days;
 - (d) if the premium for the first policy period or the lump-sum premium have not been paid within three months following its due date, the insurance shall terminate upon expiry of this time limit;
 - (e) if the premium for the next policy period has not been paid within one month following the delivery of the payment notice of the insurer if the premium has not been paid prior to the delivery thereof. The payment notice of the insurer shall involve a notice that in case of failure to pay the premium the insurance shall be terminated, whereas the same shall apply also for cases where only the part of the premium has been paid;
 - (f) by a written notice of one of the parties within one month following the providing of the payment or the dismissal thereof whereas the notice period shall be of eight days and upon its expiry the insurance shall be terminated;
 - (g) upon cancelling the authorization for the business activity, upon termination of the insured;
 - (h) based on a written agreement of the parties.
 5. In case of wilful breach of the obligation by the policyholder or the insured to "truthfully and completely answer all written questions of the insurer related to the arranging of the insurance" the insurer may withdraw from the policy if upon truthful and complete answers to the questions the insurer would have not entered into the policy. The insurer may exercise this right within three months from the day it becomes aware of this fact, otherwise the right shall be terminated.
 6. Should the insurer after the insured event become aware of a fact that it could not discover due to wilful untrue or incomplete answers that were material for entering into the policy, the insurer shall be entitled to refuse to provide the payment; upon refusal of the payment the insurance shall be terminated.

Article 5 Insurance premium

1. Insurance premium is a contractually agreed price for the insurance cover provided by the insurer to the extent stipulated by the insurance policy. The amount of the insurance premium shall be determined by the insurer. The insurance premium shall be paid by the policyholder in the amount and due dates agreed in the insurance policy. The amount of insurance premium, the due date of the insurance premium and the amount of insurance premium instalment provided that the insurance premium is to be paid in instalments shall be included in the insurance policy.
2. The part of the insurance term for which the insurance premium shall be paid is called the insurance period. Unless otherwise indicated the insurance policy, an insurance:
 - (a) for an indefinite period the insurance period is one year (1 insurance year, i.e. 365 consecutive calendar days or 366 days for leap years, respectively.)
 - (b) for a definite period, for a period of less than one year the insurance period and insurance term are identical.
3. If, during the course of the insurance period there is a change in the facts pursuant to which the amount of the insurance premium has been established, the insurer shall be entitled to adjust the amount of the insurance premium even retrospectively as to the date of such change.

4. The insurer shall be entitled to an insurance premium for the time period defined by the commencement and termination of the insurance. If the insurance expires before the end of the insurance period for which the insurance premium has been paid, the insurer shall return the outstanding amount of the paid insurance premium. In cases where the insured event occurred and thus the cause of further insurance has been lapsed (e.g. theft, destruction of the insured asset), the insurer shall be entitled for the insurance premium until the end of the insurance period during the course of which the insured event occurred.
 5. The insurance premium shall be deemed to have been paid in time if it is credited to the bank account of the insurer in the correct amount no later than on the day of its maturity with a correctly indicated variable symbol assigned by the insurer.
 6. The payment of the insurance premium for the insurance period may be stipulated by the insurance policy in half-yearly or quarterly instalments. In case where the insurance premium under the insurance policy is to be paid in instalments it follows that any non-payment of the instalment of the insurance premium the amount of the insurance premium corresponding to the end of the insurance period shall become due in full amount on the day following the due date of instalment of the insurance premium provided the insurer exercises this right to the due date of the next insurance premium instalment.
- (e) pay the premium as agreed in the policy, whereas neither the insured nor the policyholder shall be entitled to set off the payment of the premium vis-à-vis any claim for the payment,
 - (f) proceed in accordance with the instructions of the insurer and act in a manner to avoid the occurrence of the damaging event and at the same time the insured must not breach any obligations under the policy and the generally binding legal regulations leading to the averting or mitigating the threat of occurrence of the damaging event and must not abide breaching of these obligations by third parties.
 - (g) immediately after entering into the policy acquaint with the contents of these PREMIUM VPPZ PI, contractual arrangements and policy;
 - (h) not without the consent of the insurer undertake any obligation or accept liability for any damage, if any, conclude any court settlement or voluntarily provide any compensation for any "damage", except of incurring any costs necessary to prevent the intensification or to mitigate the damage, if any, or costs necessary to prevent the occurrence of damage,
 - (i) allow the insurer to choose the legal representative and the administration of court proceedings in all cases where costs shall be borne by the insurer;
 - (j) without undue delay notify the insurer on any event the liability of the insured for damage is or might be associated with and that might in the future impose an obligation of the insurer to provide the payment.

Article 6 The payment

1. As a result of one and all damage having occurred during one policy period the insurer shall pay for the insured the damages, however, in maximum amount of the sum insured or limit or sublimit of the payment agreed in the policy.
 2. The insured shall participate in the payment for each damage with a sum agreed in the policy as a deductible by which the insurer shall reduce the damages paid to the injured party.
 3. If, after making the payment or any part thereof, it should be discovered that the injured party had no claim whatsoever or the insured and/or the co-insured persons failed to meet the requirements/conditions for the payment, the injured party or the insured and/or the co-insured persons shall return the insurer the received payment and the insured shall reimburse the insurer for any costs associated with making the payment.
 4. Should the insured cause the increase of costs of the insurer because the substantial facts need to be established again or because of a late notification on the insured event it shall cause that the damages cannot be paid by the insurer in time the insurer shall be entitled to pursue recourse in amount of costs incurred therewith.
 5. If due to a late notification on the damaging event the cause of occurrence of the damage or its extent may not be objectively established by the insurer, then the insurer shall be entitled to refuse to make the payment or reduce the amount thereof by the part of the damage that could not be documented.
2. In case of a damaging event that might give rise to right for the payment the insured shall:
 - (a) carry out any and all measures to mitigate the consequences of damage, if any, and to prevent the intensification of the extent of the damage;
 - (b) without undue delay notify the insurer on place, date, cause and extent of the event and supplement such notice within 5 days in writing, whereas the insured shall further provide the insurer with any documents required by the insurer and allow the insurer inspect the notified facts;
 - (c) without undue delay notify the police on any damaging event occurring under circumstances of very suspicion of committing a criminal offence and allow the insurer access to the investigation file of the police.
 3. If there is a court or an out-of-court damages proceedings vis-à-vis the insured, the insured shall:
 - (a) without undue delay notify the insurer thereon,
 - (b) secure the right for damages from the occurred damage vis-à-vis the other person or any similar rights and assert a claim for damages from the occurred damage vis-à-vis the person liable for such damage, whereas should the insured breach the obligations to secure the insurer the option to exercise the right passed onto the insurer, the insurer shall be entitled to require the insured to provide compensation up to the amount of 50% of the paid payment or the insurer shall be entitled to reduce the payment by such amount.

Article 7 Rights and duties of the parties

1. In addition to the duties stated by the generally binding legal regulations the insured and/or the policyholder shall:
 - (a) truly and completely answer to all written questions of the insurer including any e-mail communications and surveys with regard to the insurance being arranged,
 - (b) without undue delay notify the insurer on any change in facts having been the supporting documents (surveys, written and e-mail communication including any annexes) when entering into the policy and on any change in facts the insured presented to the insurer while arranging the insurance if these could affect the risk resulting from the insured activity,
 - (c) allow the insurer anytime inspect any and all accounting and any other documents provided these are material for establishing or verifying the values being decisive for establishing the amount of premium,
 - (d) notify the insurer that it has entered into an another insurance of the same scope and notify on the business name, the amount of the premium and payment limit,
4. In addition to the obligations given by the generally binding legal regulations, the insurer shall:
 - (a) notify the policyholder on the insurance terms concerning the insurance being arranged,
 - (b) if requested by the policyholder or by the insured, return the originals of documents provided these do not form the necessary component of the file to the insured event,
 - (c) on a scheduled date allow the policyholder or the insured inspect the file on its damaging event and upon a written request provide the policyholder with copies of documents of the file on the damaging event, whereas the costs incurred with the photocopies shall be borne by the policyholder,
 - (d) observe confidentiality of all circumstances it has become aware of when arranging the insurance, administration of the insurance and investigation of insured events. These information may be provided to third persons only with consent of the policyholder, whereas the consent of the policyholder and/or of the insured shall not be required if it

is necessary for the delivery of postal matters, insurance administration, enforcement of the default premium or for the necessities of the investigation required to establish the extent of obligation of the insurer to provide the payment and amount thereof.

5. The policyholder and/or the insured shall pay the premium in the manner agreed in the policy. Unless otherwise agreed in the policy, the premium shall be payable as of the first day of the policy period. Should the policyholder and/or the insured be in arrears with the payment of the premium, the insurer shall be entitled:
 - (a) to demand default interest on the late payment of premium for each day of delay in accordance with generally binding regulations,
 - (b) to be reimburse any costs incurred with regard to the delivery of documents concerning the payment of the outstanding premium,
 - (c) to deduct from the amount of the payment the amount corresponding to the outstanding premium including any default interest.

Article 8 Interpretation of defined terms

1. **Documents** are written Instruments in printed or electronic form exclusive of cash and/or any payment or any other financial instruments (cheques, bills of exchange, paper-form share certificates, etc.)
2. **Europe** (for extension of the territorial coverage) means the territory of the following countries: Albania, Andorra, Belgium, Bulgaria, Bosnia and Herzegovina, Belarus, Switzerland, Cyprus, Czech Republic, Germany, Denmark, Spain, Estonia, France, Finland, Liechtenstein, United Kingdom of Great Britain and Northern Ireland, Greece, Hungary, Croatia, Italy, Israel, Iran, Ireland, Iceland, Luxemburg, Latvia, Lithuania, Malta, Monaco, Moldavia, Former Federal Republic of Macedonia, Norway, Netherlands, Portugal, Russia (the geographical part of Europe only), Sweden, Serbia, Montenegro, Vatican, Slovak Republic, Slovenia, Ukraine.
3. **Claim** is an action of the injured party or of its entrusted person vis-à-vis the insured informing the insured that due to the action, effect of the operations of the insured a damage has been caused or breach of obligation has been ascertained that may result into damaging consequences. The date of raising the claim shall be the date when the action of the injured party (as indicated in the previous sentence) has reached the sphere of disposition of the insurer or in case the injured party has raised the claim vis-à-vis the insurer the date of delivery of the notice on claim to the insurer, whichever of these shall occur first. In case multiple claims have been raised as a result of one damaging event the date of raising the claim shall be the date of the first raised claim.
4. **Insured professional service** is the professional service indicated in the policy for performance of which the insured has been granted a valid statutory authorization. If the official deed by which the authorization to carry out a certain professional service does not state the extent of such authorization (the performance of associated professional services) then for the purpose of this insurance the insured professional service shall mean exclusively the professional service indicated in that deed (pursuant to its grammatical interpretation), unless otherwise stated in the policy.
5. **Period of insurance** (term of the insurance coverage) is a time interval, period for which the policy is being concluded. The period of insurance usually consists of several policy periods.
6. **Policy period** is period in consideration of which the premium is being paid. Unless otherwise stated in the policy, the policy period is one technical year commencing by the zero hour of the day indicated in the period of insurance as the insurance inception and ending by the last hour of the day preceding to the anniversary of the insurance inception.

7. The **insured** is a natural person entrepreneur or a legal entity indicated as the insured in the policy. Any persons acting on behalf of the insured based on a mandate or power of attorney pursuant to the law being responsible for their actions pursuant to the law independently from the insured are not to be regarded as the insured.
8. **Sum insured** or the **payment limit** is the upper limit of the payment of the insurer under conditions agreed in the policy.
9. **Breach of obligations** means any act, neglect to act or omission of the insured while carrying out the insured professional service the result of which might be or has been a damage that may give rise to right for payment to be made by the insurer. Any breaches of obligations that directly or indirectly relate to or result from or are result of the same cause shall be regarded as one breach of obligations. The date of such breach of obligations shall be the date of the first breach of obligations.
10. **Injured party** is a natural person or a legal entity that has suffered damage by acting of the insured for which the insured shall be held liable pursuant to the generally binding legal regulations.
11. **Retrospective date** is the date stated in the policy from which the insurance coverage shall be retrospectively provided for the period till the inception of the insurance stated in the policy.
12. **Extended period for the right to notify the claim** is an additional period following the termination of the period of insurance during which the policyholder or the insured may find and notify the insurer on any claim arisen or any circumstance that may lead to occurrence of a claim.
13. **Sublimit** is the part of the sum insured agreed in the policy as the maximum amount of reimbursement that shall be paid by the insurer for a certain kind of damage to which the sublimit applies while the sublimit shall not increase the sum insured or the payment limit.
14. **Damage** means any monetary obligation the insured shall pay pursuant to the generally binding legal regulations according to a final court judgement or any other final ruling or any monetary obligation paid based on a claim for damages raised in writing and in extent the insured shall be held liable pursuant to the generally binding legal regulations. The damage shall not cover any fines, penalties, exemplary and monetary sanctions imposed pursuant to the generally binding legal regulations. However, the insurance shall cover any claims vis-à-vis the insured resulting from fines, penalties or any other sanctions imposed pursuant to the generally binding legal regulations to the company or a third person as a result of breach of obligations of the insured.
15. **Damaging event** is an event that occurs suddenly and unexpectedly during the term of the insurance coverage that is at the time of arranging of the insurance contemplated by the insurer and the insured that it may occur, however, not certain if and when it occurs and at the same time it is the event giving rise to the damage that may be the reason for giving rise of the right for providing the payment. As one damaging event is also regarded the damaging outcome when one cause gives rise to damage to several injured parties. In case the cause of the damaging event and the damage resulting thereof falls under the insurance coverage agreed in the policy the damaging event shall be qualified as the **Insured event**.
16. **Act of terrorism** means a set of anti-human methods of gross intimidation, use of force or various forms of violence.
17. **Lost profit** is an economic harm expressed in monetary terms meaning that due to a damage to the property values of the injured party these are not to be multiplied in the extent that would be expected in case of natural course of things.
18. **Wilful negligence** is such an act or failure to act if the insured knew that by acting in such a manner he could cause damage, however, without any good reasons he presumed that no such damage would be caused.

Article 9 Handling complaints

1. A complaint can be filed in any operation of the insurer during opening hours personally or in writing to: PREMIUM Poist'ovňa, pobočka poisťovne z iného členského štátu, Námestie Mateja Korvína 1, 811 07 Bratislava - district Staré Mesto, Slovak Republic. The complaint can also be filed electronically at e-mail: staznosti@premium-ic.sk
More detailed information about the place, the method of submitting a complaint and the further procedure for its processing is available on the insurer's website:
www.premium-ic.sk
2. The complaint shall be handled promptly, no later than 30 days after its receipt. If this is not possible due to the circumstances of the case, the complainant will be informed of the reasons for extending the time limit for handling the complaint, stating the expected date for handling the complaint.

Article 10 Closing provisions

3. The insurance terms form an inseparable part of the policy and the parties may deviate from the provisions thereof in the policy. In case of a discrepancy between the provision of the insurance terms and provision of the policy, the provision of the policy shall prevail. Unless the provisions of the insurance terms differ in the same case with the provisions of the policy the provisions of both shall apply at the same time.
4. As regards the issues of effectiveness, interpretation and its exercise the policy the annex of which is formed by these PREMIUM VPPZ PI shall be governed by the law of Slovak Republic. For any disputes arising out of this policy the courts of Slovak Republic shall be exclusively competent. The same shall apply also to any damage occurring abroad.
5. The provisions of these PREMIUM VPPZ PI regarding the insured shall apply also to the policyholder (if the is a person other than the insured) and / or another authorized person.
6. Any documents addressed to the insurer, policyholder and the insured shall be delivered to the last known address of registered office or correspondence address of the policyholder and the insured if other than the address of the registered office and the insured has been notified thereon. The policyholder as well as the insured shall without undue delay notify the insurer on any change of their address.
7. The insurer shall deliver documents to the last known address of the policyholder or of the insured. Any documents of the insurer addressed to the policyholder or to the insured (hereinafter as the "addressee") shall be deemed to have been delivered as of the day of delivery to the addressee. If the document has been deposited at the post office because the addressee could not be reached and the document has never been collected by the addressee during the given storage time the document shall be deemed to have been delivered as of the day of its deposition at the post office even if the addressee has never learned of the deposition thereon. The same shall apply also in case if the document has been returned to the insurer as undelivered for change of address that the policyholder or the insured failed to notify. Should the addressee refuse to receive the document then the document shall be deemed to have been delivered as of the day of such refusal.
8. Any change of the registered office, change of business name or change of any other data may be notified via telephone or electronic mail (e-mail) if allowed by the form thereof. The insurer, however, shall be entitled to request the completion of these notifications in writing.
9. Any notification on damaging event may be filed also via telephone on telephone number of the insurer or electronic mail to the e-mail address of the insurer set up for this purpose. This, however, shall not relieve the insured of its obligation to file the notification on damaging event also in writing on the prescribed form of the insurer.
10. These PREMIUM VPPZ PI shall enter into force as of 20th July 2022.