

CLAUSE ON THE CONCLUSION OF DISTANCE INSURANCE CONTRACTS

The Clause on the Conclusion of Distance Insurance Contracts shall apply where an insurance contract is concluded without the simultaneous physical presence of the parties, using means of distance communication. In such case, this Clause shall form an integral part of the insurance contract and shall apply together with the other contractual documentation relating to the insurance product concerned.

DEFINITIONS

- (1) **Distance insurance contract** – a contract concluded between the insurer and the policyholder under an organised distance sales or service-provision scheme, without the simultaneous physical presence of the parties, whereby one or more means of distance communication are used up to and including the time at which the contract is concluded.
 - (2) **Means of distance communication** – means which, without the simultaneous physical presence of the insurer and the policyholder, may be used for the conclusion of a contract at a distance, such as, for example, the Internet, telephone communication with or without human intervention, e-mail, etc.
 - (3) **Consumer** – any natural person who enters into a legal transaction or acts on the market for purposes outside their trade, business, craft or professional activity.
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Article 1 Conclusion of a distance insurance contract

- (1) Where an insurance contract is concluded at a distance, the contract shall be concluded upon payment of the premium or the first instalment of the insurance premium.
 - (2) Where a consumer concludes a distance insurance contract, payment of the premium or the first instalment of the insurance premium shall be preceded by the consumer's express consent:
 - for the insurance premium or the first instalment of the premium to be paid by them before expiry of the period for exercising the right of withdrawal from the contract;
 - for the insurer to commence performance of the contract before expiry of the period for exercising the right of withdrawal from the contract.
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Article 2 Right of withdrawal from a distance insurance contract

- (1) A policyholder acting as a consumer may withdraw from a distance insurance contract, without giving any reason, by sending written notice to the insurer within 14 (fourteen) days.
- (2) The 14 (fourteen)-day period shall commence:
 - on the date the contract is concluded, where the policyholder received the pre-contractual information, applicable terms and conditions and contractual provisions before conclusion of the contract; or
 - on the date of receipt of the pre-contractual information, applicable terms and conditions and contractual provisions, where the policyholder received the pre-contractual information, applicable terms and conditions and contractual provisions after conclusion of the insurance contract.
- (3) In either of the cases referred to in paragraph (2) of this Article, the insurance contract shall be terminated when the insurer receives the written notice of withdrawal from the insurance contract.
- (4) The policyholder shall not have the right of withdrawal under this Article where, at the consumer's express request, both the insurer and the policyholder acting as a consumer have fully performed the contract before the policyholder has exercised the right of withdrawal under this Article.
- (5) Where the policyholder withdraws from a contract concluded at a distance in respect of which the policyholder expressly consented to the insurer commencing performance before expiry of the withdrawal period, the insurer shall retain the portion of the premium corresponding to the services provided up to the time of withdrawal from the insurance contract. The insurer shall refund the remaining portion of the premium to the policyholder no later than 30 (thirty) days from the date on which the distance contract is terminated.
- (6) If, prior to withdrawal, an insured event has occurred on the basis of which the insurer would be obligated to pay insurance compensation in an amount that would not result in full performance of the contract by both parties, the policyholder shall not be entitled to a refund of the remaining portion of the premium referred to in the preceding paragraph of this Article.
- (7) If the policyholder acting as a consumer has not exercised the right of withdrawal within 14 (fourteen) days, the policyholder shall retain the right to terminate the contract in the manner set out in the insurance terms and conditions applicable to the relevant product.

Applicable as of 6 October 2026.