

## Terms of Use of erapo Website

These Terms of Use are the only and complete terms and conditions of use of erapo Website (hereinafter also referred to as the “Website”) accessible at [www.erapo.sk](http://www.erapo.sk), [www.erapo.cz](http://www.erapo.cz) and [www.erapo.eu](http://www.erapo.eu).

If you decide to use the Website services, you (as the Consumer) and the Website Operator enter into a contract on the use of the Website. Legal relationships between you and Operator shall be governed by these Terms of Use and the provisions of:

Act No. 266/2005 Coll., on consumer protection in financial services at a distance and amending certain laws, as amended;

Act No. 39/2016 Coll., on insurance and amending certain laws, as amended;

Act No. 186/2009 Coll., on financial intermediation and financial advisory services and amending certain laws, as amended;

Act No. 40/1964 Coll., the Civil Code.

They shall be also governed by any related Slovak legislation, particularly Act No. 22/2004 Coll., on electronic commerce, Act No. 351/2011 Coll., on electronic communication, Act No. 147/2001 Coll., on advertising, and regulation 2016/679 (EU) on personal data protection; furthermore, rights and duties of you as the user and us as the provider are subject to a separate document (Personal Data Protection Policy).

The erapo Website is intended for use by the users for calculating costs of travel insurance and for intermediation of conclusion of travel insurance contracts exclusively for participants of Erasmus+ mobilities.

Supervisory authority is the National Bank of Slovakia, Imricha Karvaša 1, 813 25 Bratislava.

### **1 Website Operator**

Owner and operator of the Website is Erapo s. r. o. Štúrova 19/3811 02 Bratislava, company ID: 47 947 632, registered in the Commercial Register maintained by the Bratislava I District Court, Section Sro, File No. 101045/B (hereinafter referred to as the “Operator”). All rights are reserved.

### **Rights to Website Content**

Unless stated otherwise, property-related aspects of copyright to pages and graphics of this site (Website components), as well as to any information and materials contained in them and their organization, are exercised by the Operator.

The entire content of this site, including any text, web design, layout of pages, technical outline, graphics, images and file organization, recommendations to users of www.erapo.sk website, is subject to copyright.

## **2 Financial Intermediation Activities**

The Website is intended for intermediation of the provision of financial services at a distance within the meaning of the provisions of Act No. 266/2005 Coll., as amended. Financial services at a distance are intermediated by the following entities:

### **Subordinate financial agent**

Operation of the Website is ensured by the Operator, who is a subordinate financial agent registered by the National Bank of Slovakia in the register of subordinate financial agents, Reg FAP: 236218, for the sectors of 1) insurance or assurance, 2) capital markets, 3) provision of loans, housing loans and consumer loans. By operating the Website, the Operator carries out the activities of a subordinate financial agent.

### **Independent financial agent**

Activities of the Operator are activities of a subordinate financial agent carried out on the basis of a contractual relationship with Umbrella Group, s.r.o., which is an independent financial agent registered in the Register of financial agents, financial advisories, financial intermediaries from another Member State in the sector of insurance or assurance and tied financial agents maintained by the National Bank of Slovakia under the number 079313.

Activities of independent financial agents are carried out by Umbrella Group, s.r.o. on the basis of a decision by the National Bank of Slovakia with ref. ODT-12458/2013 dated 11 November 2013 in the following sectors: 1) insurance and assurance, 2) capital markets, 3) accepting of deposits, 4) provision of loans, housing loans and consumer loans, 5) complimentary pension savings, 6) pension savings.

## **3 Use of Website for calculation of insurance costs, provision of information before concluding insurance contracts and entering into insurance contract**

**A/** No registration at the Website is necessary to use the Website service of informational calculation of insurance costs and conclusion of insurance contract.

In order to obtain informational calculation of travel insurance costs, it is necessary to disclose information on the duration of the trip, destination, mobility type and risk group.

**B/** In order to enter into insurance contract, user shall provide data within the following scope:

Name, surname, permanent residence, temporary residence, personal identification number, date of birth, nationality, type and number of identification document, telephone number, fax number, e-mail address and personal data from the identification document.

Conclusion of insurance contract shall be governed by the General Insurance Terms and Conditions of the Insurer.

In these Terms of Use, Insurer means Union poisťovňa, a. s., Karadžičova 10, 813 60 Bratislava, Slovak Republic, company ID: 31 322 051, registered in the Commercial Register maintained by the Bratislava I District Court, Section Sa, File No. 383/B, phone: 0850 111 211, website: [www.union.sk](http://www.union.sk)

User enters into insurance contract at a distance, within the meaning of the provisions of Act No. 266/2005 Coll., on consumer protection in financial services at a distance and amending certain laws, as amended;

User obtains proposal of insurance contract in PDF format sent to the e-mail address entered by the User. Pursuant to the General Insurance Terms and Conditions and Contractual Provisions of the Insurer and to these Terms of Use, as well as to the Civil Code, a proposal for insurance contract is considered accepted (and contract is considered concluded) only at the moment of payment (i.e. when the money is credited to the Insurer's account) of the insurance premium to the Insurer's account within the specified period, unless the General Insurance Terms and Conditions specify otherwise.

If the insurance premium is not paid within the due period specified in the proposed insurance contract, the proposal shall be deemed rejected and the Insurer shall not be bound by the proposed contract: no insurance shall commence.

Before the expiry of the due period of insurance premium, Operator shall send a reminder to User by e-mail, using the e-mail address provided by User to Operator.

By filling in and submitting the form containing data needed for conclusion of insurance contract, Website User acknowledges to be acquainted with the terms and conditions for entering into contracts at a distance pursuant to Act No. 266/2005 Coll., On consumer protection in financial services at a distance and amending certain laws, as amended, and agrees with those terms and conditions.

After filling in and submitting the form, documentation is sent to User's e-mail address, the content of which is identical with that of documentation needed to conclude insurance contract and corresponds to the documentation required by the Insurer. The documentation shall contain data provided by User when filling in the form.

The documentation shall consist of:

- Proposal to conclude insurance contract
- Insurance card/certificate
- Request to pay insurance premium
- General Terms and Conditions for Individual Comprehensive Travel Insurance **VPPIKCP/0218**
- ANNEX TO INSURANCE CONTRACT OF THE 701/702 TYPE: SCOPE OF INSURANCE AND INSURANCE COVERAGE AMOUNTS for individual comprehensive travel insurance – Erasmus valid from 23 February 2018,

- Individual comprehensive travel insurance, Informational document on insurance product
- Basic information on personal data protection for data subject
- Information for consumers before concluding insurance contract at a distance, within the meaning of the provisions of Section 4 of Act No. 266/2005 Coll., on consumer protection in financial services at a distance and amending certain laws, as amended
- Information related to intermediation of financial services.

#### **4 Up-to-datedness of Data and Information on the Website**

Operator uses the erapo Website to publish accurate and correct data and information, which are obtained and published with expert care and in compliance with the strictest standards of the relevant market.

Operator shall not be liable or responsible for any changes in insurance premium, insurance terms and conditions, business terms and conditions or for changes in scope of insurance coverage if the Operator has not been timely provided the relevant information by the Insurer.

Operator shall not be liable or responsible for any changes in the Insurer's offer of insurance products contracted by Operator not included by the Operator in the offer due to technical, temporal and/or personal reasons.

If an incorrect rate is specified in any insurance contract order or in insurance contract, Operator or Insurer reserves the right to notify erapo Website user of such a fact and request rectification of insurance rate based on the list of rates of the Insurer (current and correct rate); if the website user does not agree with such a procedure and with the rectification of the rate, Operator or partner Insurer shall proceed in accordance with Slovak legislation and the General Insurance Terms and Conditions.

Before entering into an insurance contract with the respective Insurer, user of the erapo Website is obliged to familiarize himself/herself with the Insurer's insurance terms and conditions in accordance with Art. III hereof, sent to his/her e-mail address.

#### **5 Payment of Insurance Premium**

No Website user shall pay insurance premium or any other financial consideration for the agreed insurance to the Operator. User shall pay insurance premium always directly to the insurer, the product of which the User agrees to use.

#### **6 Information Provided by the Client**

For the purposes of entering into an insurance contract through the Website, any Website user shall provide true, complete and materially correct information. User is responsible for truthfulness, completeness and material correctness of any data and information provided by him/her with the intention and objective to enter into an insurance contract. If any user filling in data or insurance form provides untrue, incorrect or incomplete data or if he/she conceals any decisive fact, he/she shall bear all legal and financial responsibility for damages that might be incurred due to such act of the user by the user himself/herself, Operator, independent financial agent or the Insurer.

## **7 Cancellation of Insurance Request**

Until the insurance contract is entered into, the user is not bound by the content of the insurance contract being concluded. After concluding insurance contract, its termination is governed by the General Terms and Conditions of Individual Comprehensive Travel Insurance VPPIKCP/0114, the fundamental information from which is included in the Information for consumers before entering into insurance contract at a distance, and the Slovak legislation. Both quoted documents are sent by Operator to the user's e-mail address specified by the user when filling in the form.

## **8 Reporting of Insured Events**

User may report any insured event to the Insurer through the Website. To report any insured event, it is necessary to correctly quote the insurance contract number.

## **9 Personal Data Protection**

Personal data protection policy of the Operator and other rules governing the use/processing of personal data are contained in a separate document accessible to users on the Website.

## **10 Other Activities**

Apart from activities specified in Article III hereof, Operator also carries out advertising and marketing activities for third parties. Terms and conditions of provision of advertising and marketing services are specified in special contracts concluded between Operator and Customers; when performing other activities, Operator always complies with the legislation on electronic communication and advertising specified in the initial provisions hereof.

## **11 Final Provisions**

www.erapo.sk website is intended for the provision of information and recommendations. If the Insurer rejects any compensation claim of any Website user resulting from any concluded insurance contract, Operator has no liability to the Website user for any material, non-material or financial damage incurred in relation to the rejection of any compensation claim by the Insurer.

All information at the Website is provided on the basis of expert care of Operator, who is, however, not liable for its up-to-datedness, completeness or technical accuracy.

Operator is not responsible for any material or non-material damage incurred in connection with the use or abuse of information published on the Website.

Furthermore, Operator is not responsible for any damage caused by a computer virus when engaging with the Website.

Operator reserves the right to amend or modify this page and information published on it without any prior notice.

By clicking on logos or web address of the Insurer or on other links published on the Website, User may leave the Website. Sites of other entities linked by the Operator's

Website are not operated by Operator but other entities and Operator is not responsible for their content or information published therein.

These Terms of Use are valid and effective from the moment of their publication at [www.erapo.sk](http://www.erapo.sk), [www.erapo.cz](http://www.erapo.cz) a [www.erapo.eu](http://www.erapo.eu).

These General Terms of Use represent an agreement between User and Operator. It is agreed that relationships between users of websites [www.erapo.sk](http://www.erapo.sk), [www.erapo.cz](http://www.erapo.cz) and [www.erapo.eu](http://www.erapo.eu) and Operator shall be governed by Slovak legislation and any related legal matters are subject to jurisdiction of general Slovak courts.

Substantive-law aspects and jurisdiction in relation to financial services are governed by contractual conditions for the respective financial service and applicable EU legislation.

**In: Bratislava, Date: 17 September 2019**

**Erapo s.r.o.**