

## **INTERMEDIATION AGREEMENT FOR CONCLUSION OF INSURANCE CONTRACT**

The parties to this Agreement shall be the user of the insurance service, who is a user of the SPOTINS.BG web page, hereinafter referred to as the “**PRINCIPAL**”, and **OMNICAR AND PARTNERS INSURANCE BROKER LTD**, UIC:202565630, hereinafter referred to as the “**Insurance Broker**”.

### **SUBJECT MATTER OF THE INTERMEDIATION AGREEMENT:**

1. The **PRINCIPAL** entrusts the **Insurance Broker** with and the **Insurance Broker** undertakes the performance of insurance intermediation for the conclusion and execution by the **PRINCIPAL** of an insurance contract through the SPOTINS.BG web page with an insurer selected by the **PRINCIPAL**.
2. The **PRINCIPAL** does not owe payment to the **Insurance Broker** for its operations performed under this Agreement.

### **RIGHTS AND OBLIGATIONS OF THE PARTIES:**

3. The **Insurance Broker** undertakes:
  - 3.1. to research, gather and provide the **PRINCIPAL** with the necessary information for the conclusion of the insurance contract, according to its insurance interest, carrying out a detailed analysis of the insurance risks and of the proposals for insurance coverage;
  - 3.2. to provide the **PRINCIPAL** with offers from the insurers;
  - 3.3. to prepare, in compliance with the powers granted to it, the documents necessary for the conclusion of the insurance contract;
  - 3.4. to conclude in the name and on behalf of the **PRINCIPAL** the insurance contract after the **PRINCIPAL** has accepted the terms and conditions of the contract.
  - 3.5. to observe the terms for renewal of the concluded insurance contract and inform the **PRINCIPAL** thereof;
  - 3.6. to provide assistance to the insured person in case of occurrence of an insurance event for settling the claims under the insurance contract;
  - 3.7. to service the communication and document flow (including in case of occurrence of an insurance event) between the insured person and the insurer until the expiry of the insurance contract;
  - 3.8. to organise the collection of the insurance premiums from the **PRINCIPAL** and their payment with the insurer;
4. the **Insurance Broker** shall be entitled to receive from the **PRINCIPAL** the entire information necessary for the execution of this Agreement. It may withdraw from the agreement if the **PRINCIPAL** fails to provide the **Insurance Broker** with such information.
5. the **Insurance Broker** may not use and provide to third parties the information received from the **PRINCIPAL** in connection with the activity it has been entrusted with, as well as information disclosing elements of the insurance relations between the **PRINCIPAL** and the insurer.
6. **The PRINCIPAL shall be entitled:**
  - 6.1. to receive from the **Insurance Broker** insurance offers from the insurance companies, as well as to request additional information in connection with the offers;

- 6.2.** to request assistance from the **Insurance Broker** in case of occurrence of an insurance event for settling the claims under the insurance contract;
- 6.3.** to choose on its own the insurance company with which the **PRINCIPAL** to conclude the insurance contract.
- 7. The PRINCIPAL undertakes:**
- 7.1.** to provide the **Insurance Broker** with the entire information necessary about the object of insurance, which is required for the purpose of risk assessment;
- 7.2.** to pay the insurance premium determined under the insurance contract through the **Insurance Broker**.
- 8.** This Agreement may be terminated:
- 8.1.** with a written notification of termination of this Agreement (withdrawal of the entrusted activity) on the part of the **PRINCIPAL**, made in writing to the e-mail address of the **Insurance Broker**. In such case, if by the time of becoming aware of the **Insurance Broker** of the withdrawal of the entrusted activity, an insurance contract has been concluded, it shall remain in force between the parties to it.
- 8.2.** in the event of exercising by the **PRINCIPAL** of the right of withdrawal from the insurance contract concluded in the cases provided for in Article 12 of the Distance Marketing of Financial Services Act.

## **GENERAL**

§ 1. This Agreement shall become effective as of the time of submission of electronic order for the issuance of an insurance policy by the **PRINCIPAL** through the SPOTINS.BG web page.

§ 2. This Agreement shall make an integral part of the General Terms and Conditions of use of the SPOTINS.BG web page and for provision of insurance and intermediation service through the use of the SPOTINS.BG web page. By granting its consent to the General Terms and Conditions, the **PRINCIPAL** also accepts the terms and conditions of this Agreement.

§ 3. For any matters not settled in this Agreement, the provisions of the effective Bulgarian legislation shall apply.

§ 4. All matters of dispute arising during the term of performance of this Agreement shall be resolved by good will and mutual agreement between the parties. In case of failure to reach an agreement, each of the parties may take the disputable matter to the competent court of law for resolution.