

General Insurance Terms and Conditions of the Property and Liability Insurance

Article 1

Introductory Provisions

1. The insurance is governed by the relevant provisions of the Civil Code, the insurance policy and the relevant insurance terms and conditions under paragraph 2 of this Article.
 2. In addition to these General Insurance Terms and Conditions of the Property and Liability Insurance (hereinafter referred to as the "*GITC-PL*"), the insurance terms and conditions may be regulated by the Special Insurance Terms and Conditions (hereinafter referred to as the "*SITC*"), the Complementary Insurance Terms and Conditions (hereinafter referred to as the "*CITC*"), if so specified in the insurance policy and its provisions.
 3. SITC and CITC specify the insurance terms and conditions for specific types of insurance (e.g. property insurance), subjects of insurance (e.g. buildings insurance) or a selected client segment (e.g. entrepreneurs), or their combinations. The above is taken into account in their content and reference (e.g. "OPP-SME-B").
 4. If any provision of the GITC-PL is in direct conflict with any provision of the SITC or CITC, the provision of the SITC and CITC shall take precedence. If the provisions of the GITC-PL do not differ from the provisions of the SITC and CITC in the same matter, the provisions of both shall apply. The same shall apply to the provisions of the insurance policy, CITC, SITC and these GITC-PL, where the precedence of the document provisions shall be in the same order in which the documents are listed. In order to avoid any doubts, the provisions of the insurance policy shall take precedence over the provisions of the CITC, SITC and GITC-PL.
2. In addition, the insurance does not cover damage or costs of any kind caused by or in a causal connection with:
 - (a) a wilful act or oversight by the policyholder, the insured or another person acting at their initiative or direction, their close person, the entitled person, the authorized person or the person living with the insured,
 - (b) consumption of alcohol, addictive substances or misuse of medicines by the policyholder, or the insured or another person acting at their initiative or direction, their close person, the entitled person, the authorized person or the person living with the insured,
 - (c) a defect or deficiency present on the insured item at the time of concluding the insurance policy, and which should or could have been known to the policyholder or the insured, regardless of whether they were known to the insurer.
 3. The insurance also does not cover damage or costs of any kind caused by or in a causal connection with:
 - (a) nuclear energy, ionizing radiation, radioactive contamination,
 - (b) magnetic or electromagnetic fields and their radiation,
 - (c) pollution, contamination, including seepage, contamination of soil, water, including groundwater, air, or the environment, unless they were caused in direct connection with the insured event, which is associated with the insurer's obligation to provide insurance benefits,
 - (d) loss, damage, destruction, malfunction, erasure, distortion or modification of electronic data or software for any reason (including, but not limited to, computer viruses, malware, hacker attacks) or reducing/limiting the functionality, usability or price for these reasons,
 - (e) loss or reduction of historical, cultural, artistic or collectible value,
 - (f) net financial losses.

Article 2

Subject of Insurance, Insurance Risk

1. The subject of insurance is specified in the SITC or in the insurance policy, or in the CITC. The insurance shall only apply to the subjects of insurance specified in the insurance policy.
2. Insurance risk includes a possible cause of damage to the subject of insurance. Insurance risks are specified in the SITC, CITC or the insurance policy.

Article 3

General Insurance Exclusions

1. The insurance does not cover damage or costs of any kind caused by or in a causal connection with:
 - (a) a terrorist act,
 - (b) a result of acts of war, regardless of whether war is declared, an act of foreign hostility, civil war,
 - (c) the declaration of a state of emergency, revolution, uprising, rebellion, coup d'état, military coup, seizure, requisition for military purposes,
 - (d) demonstration, internal unrest, strike, work lock-out,
 - (e) repressive interventions by state authorities or public administration,
 - (f) any decision of a state body, local authority, court decision or other official measures taken for purposes other than to prevent the occurrence or reduction of the scope of the insured event,

Article 4

Commencement, duration, changes and termination of insurance

1. The insurance commences at the moment defined in the insurance policy as the commencement date and time of the insurance, but not earlier than at the time of the conclusion of the insurance policy.
2. The insurance policy is concluded upon the payment of the first annual premium, or the first premium instalment in the amount and within the period specified in the draft insurance policy. The premium is considered paid when the premium is credited to the insurer's account specified in the draft insurance policy. If the policyholder pays the premium within the period and in the amount specified in the draft insurance policy, the insurance also covers the period from the date specified in the draft insurance policy as the commencement of the insurance.
3. The insurance is arranged for the insurance period, being understood as the period for which the insurance policy is concluded. It is defined by the commencement date of the insurance and, in the case of fixed-term insurance, also by the date of its termination. The insurance is arranged for an indefinite period of time, unless otherwise stated in the insurance policy.
4. Unless otherwise stated in the insurance policy, in the case of insurance:

- (a) for an indefinite period, the insurance period is one technical or calendar year (1 insurance year, i.e. 365 consecutive calendar days, or 366 days in a leap year),
- (b) for a fixed period of less than a year, the term of insurance and the insurance period are identical.

The technical year begins at midnight on the day specified in the insurance policy as the commencement of the insurance and ends in the last hour of the day preceding the anniversary date of the commencement.

The calendar year begins at midnight on the first day of the calendar year specified in the insurance policy as the commencement of the insurance and ends in the last hour of the calendar year preceding the date of the new calendar year.

5. The provisions of the insurance policy may only be amended by written agreement of the contracting parties, the policyholder and the insurer. The same rules shall apply to the conclusion of such an agreement as for the conclusion of the insurance policy.
6. In connection with an amendment to the insurance policy, there is no change in the beginning or end of the insurance period agreed in the insurance policy, unless otherwise agreed.
7. The insurance is terminated as follows:
 - (a) upon the expiry of the insurance period agreed in the insurance policy for a fixed-term insurance,
 - (b) upon written notice from the insurer or the policyholder:
 - (ba) within two months from the date of conclusion of the insurance policy; the notice period shall be eight days and starts at 0:00am on the day following the delivery date of the notice to the other party; the insurance terminates upon the expiry of the notice period, and the insurer is entitled to the insurance premium proportionate to the duration of the insurance,
 - (bb) within one month from the date of provision of insurance benefits or reduction of insurance benefits; the notice period shall be eight days, and the insurance terminates upon the expiry of the notice period, while the insurer is entitled to the insurance premium proportionate to the duration of the insurance,
 - (bc) within one month from the date of delivery of a notification of a unilateral change of premium by the insurer; the notice period shall be eight days, and the insurance terminates upon the expiry of the notice period, in which case the notice may only be sent by the policyholder and the insurer is entitled to the insurance premium proportionate to the duration of the insurance,
 - (bd) at the end of the insurance period, if the notice is delivered to the other party no later than six weeks before the end of the insurance period.
 - (c) by written agreement between the policyholder and the insurer,
 - (d) by withdrawal of the insurer from the insurance policy in the event of an intentional breach of the policyholder's or the insured person's obligation to answer truthfully and completely all written questions of the insurer concerning the insurance arrangement, where the insurer would not have concluded the insurance policy if the questions had been answered truthfully and completely; the insurer may exercise this right within three months of learning of this fact, otherwise it shall expire; in this case, the insurance expires from the beginning and the insurance parties are obliged to return the benefits provided to each other until the exercise of the insurer's right to withdraw from the insurance policy,
 - (e) by refusing to provide the benefits if, only after the insured event, the insurer learns that it was caused by a fact that the insurer was not able to find out when arranging the insurance due to intentional false and incomplete answers and that was crucial for the conclusion of the insurance policy, the insurer is entitled to refuse to provide the benefits from the insurance policy; the insurance terminates upon such refusal,

- (f) non-payment of insurance an premium, if the premium for:
 - (fa) the first insurance period or the one-off premium has not been paid within three months of the date of its due date,
 - (fb) the next insurance period has not been paid within one month from the date of delivery of the insurer's request for payment, unless the premium is paid before the delivery of this request. The insurer's request must include a notice that the insurance will expire if the premium is not paid.
- The insurer is obliged to deliver the request within one month of the due date of the premium. If this request is not delivered, the insurance shall expire, unless the premium has been paid within three months of its due date.

The same shall apply even if only a part of the premium has been paid, and the insurer is entitled to the insurance premium proportionate to the duration of the insurance.

- (g) by termination of the insured person's activity:
 - (ga) for legal entities entered into the register under a generally binding legal regulation, by deletion from this register,
 - (gb) for legal entities not entered into the register under a generally binding legal regulation, on the date of dissolution of the legal entity by the founder,
 - (gc) for natural persons - entrepreneurs entered into the register under a generally binding legal regulation, by deletion from this register,
 - (gd) for natural persons - entrepreneurs not entered into the register, on the date of termination of the business licence,
- (h) if the reason for further insurance ceases to exist, i.e. if the insured item ceases to exist, e.g. after its complete destruction (total damage), or theft, or by an official decision to remove the building, on the day of its removal, but no later than on the day specified in the official decision to remove it,
- (i) by changing the owner of the insured item as well as by changing the administration or use of an item of another party; in the case of insurance of a set of items, the insurance expires only in relation to an item which ceased to be a part of the insured set of items; the provision of Article 5, paragraph 9 of these GITC-PL shall not be affected by this provision.

Other reasons for the termination of the insurance set by generally binding legal regulations are not affected by the provisions of this article.

8. If the spouses' joint ownership ceases to exist:
 - a) by death or declaration of the death of the spouse who concluded the insurance policy, the surviving spouse enters into the insurance instead, if he/she continues to be the owner or co-owner of the insured items,
 - (b) by divorce or if, at the request of one of the spouses, the joint ownership has been annulled by a court, the insurance rights and obligations shall be transferred on to the spouse who becomes the owner of the insured items after the joint ownership has been settled.
9. If the policyholder dies:
 - a) who is not the owner of the insured items, the rights and obligations of the policyholder shall be transferred on to the insured,
 - b) who is the owner of the insured items, the heir of the insured items enters into the rights and obligations on the basis of a valid court decision to terminate the inheritance proceedings.
10. In the event of the dissolution of a legal entity that is the policyholder, the rights and obligations of the policyholder arising from the insurance policy shall be transferred on to the insured, unless otherwise stated in the insurance policy.

Article 5

Insurance Premium

1. The insurance premium is a contractually agreed price for the insurance protection provided by the insurer in the scope agreed in the insurance policy. The insurance premium shall be determined by the insurer. The policyholder pays the insurance premium in the amount and within the due dates agreed in the insurance policy. The amount, due date and instalment of the premium, in the case of premium paid in the form of instalments, must be stated in the insurance policy or premium statement determined by the insurer.
2. The part of the term of insurance for which the premium is paid is called an insurance period.
3. If, during the insurance period, there is a change of the facts used to determine the insurance premium, the insurer is entitled to change the amount of the insurance premium as of the date of the change, including back to the date of this change.
4. The insurer is entitled to the premium for the period of time defined by the commencement and termination of the insurance. If the insurance expires before the end of the insurance period for which the premium was paid, the insurer is obliged to return the remaining part of the premium paid. If an insured event occurs and the reason for further insurance thus ceases to exist (e.g. theft, destruction of the insured item, etc.), the insurer is entitled to the premium until the end of the insurance period in which the insured event occurred.
5. The insurance premium is paid on time if credited to the bank account of the insurer in the correct amount on the due date at the latest, and if the variable symbol assigned by the insurer is entered correctly.
6. Payment of the insurance premium in half-year or quarterly instalments may be agreed in the insurance policy. If the payment of the insurance premium was agreed in instalments in the insurance policy, then non-payment of an instalment means that the insurance premium for the entire insurance period is due in full after 15 days from the date of delivery of a written notice from the insurer to the policyholder of exercising this right, if the insurer exercises the right before the due date of the following instalment of the insurance premium.
7. The policyholder is obliged to pay the premium in the manner agreed in the insurance policy. The premium for the first insurance period, or the first instalment of the premium shall be due within 15 days of the date of commencement of the insurance specified in the draft insurance policy. The due dates of individual premium instalments are specified in the draft insurance policy. It may be expressly agreed in the insurance policy that the premium must be paid directly by the insured person, in which case all the provisions of this article of the GITC-PL relating to the policyholder shall apply mutatis mutandis to the insured.
8. The frequency of premium payment (annually, semi-annually, quarterly) can always be changed on the anniversary date of the insurance policy by a written request delivered to the insurer from the policyholder no later than 15 days before the anniversary date (the date matching the day and month of the commencement date of insurance). A change in the frequency of premium payment may affect the amount of premium.
9. If the policyholder is in arrears with the payment of the insurance premium, the insurer is entitled to:
 - a) require default interest from the insurance premium for each day of delay under generally binding legal regulations,
 - b) compensation for costs associated with the delivery of documents related to the payment of due insurance premium,
 - c) deduct the due insurance premium from the insurance benefits, including the default interest.

10. The Insurer is entitled to unilaterally change the amount of premium agreed in the insurance policy at any time in the event of an amendment of generally binding legal regulations, if this amendment of generally binding legal regulations has a direct impact on the insurer's costs agreed under these GITC-PL.

Article 6

Insurance benefits

1. Insurance benefits are monetary benefits provided by the insurer to the insured in the case of property insurance and in the case of liability insurance for damage to the injured party, for an insured event giving rise to a right to benefits under the terms of the insurance policy.
2. The insurer will provide the benefits in the currency valid in the Slovak Republic. When converting a foreign currency to the currency valid in the Slovak Republic, the exchange rate of the European Central Bank applicable as of the date of the insured event will be applied.
3. The remains of the damaged or destroyed insured item remain the property of the insured in the case of property insurance and the property of the injured party in the case of liability insurance.
4. The amount of the benefits provided shall be reduced by the value of the remains (taking into account the possibility of their resale).
5. The benefits are payable within 15 days after the end of an investigation by the insurer needed to determine the scope of the obligations of the insurer to provide the benefits and the amount thereof.
6. The insurer makes an advance payment of benefits to the insured person, in the case of property insurance, or to the injured party, in the case of liability insurance, within 15 days from the day on which the ongoing investigation of the insurer determines that it is an insured event and the insured person is entitled to benefits. The maximum advance payment of benefits is 20% of the preliminary benefits amount.

If, during further course of investigation or after its completion, it is found that the insured person was not entitled to the benefits or the amount of the advance payment of benefits exceeds the total benefits, the insured person is obliged to return the provided benefits, or the part thereof to which they are not entitled, to the insurer.
7. If the insured person causes an increase in investigation costs to the insurer because any decisive facts have to be re-ascertained, or if, because of delayed notification of the insured event, the insured person causes the insurer not to be able to provide the benefits in time, the insurer is entitled to claim compensation for such costs.
8. The insurer is entitled to:
 - (a) deduct an amount corresponding to outstanding insurance premium and other claims of the insurer from the benefits,
 - (b) reduce the benefits accordingly if the insurer has determined lower premium on the basis of false or incomplete information intentionally provided by the policyholder when arranging the insurance,
 - (c) reduce the benefits by a reasonable amount for an intentional breach of obligations provided for in these GITC-PL, the SITC, CITC and the insurance policy, if it significantly contributed to the insured event or increase in the extent of the consequences of the insured event, according to the extent to which this breach of obligations affected the scope of the insurer's obligation to provide the benefits,
 - (d) to refuse the benefits if the insured misleads the insurer about the material circumstances concerning the cause of the claim for the benefits and/or the amount of the benefits.

9. If, due to late notification of the loss event, the insurer is not able to determine objectively the cause of the damage and/or its scope, the insurer is entitled to refuse the benefits or decrease the amount of the benefits by the part of the damage that could not be documented.
10. If, at the time of the insured event or after the end of the investigation of the insured event needed to determine the insurer's obligation to provide the benefits, the insured person specified in the insurance policy dies, the insurer shall pay the benefits to the person designated in inheritance proceedings.

Article 7

Franchise

1. A franchise is the value agreed in the insurance policy or specified in the relevant insurance terms and conditions, up to the amount which the insurer does not provide insurance benefits for an individual insured event. A franchise can be expressed as a fixed financial amount, a percentage, a time period, or a combination thereof.
2. The insurer will not provide the benefits if the total amount of the calculated benefits (that is the benefits before deducting the franchise) does not exceed the agreed franchise. If the total amount of the calculated benefits (that is the benefits before deducting the franchise) exceeds the agreed franchise, the insurer shall provide the benefits without deducting the franchise.
3. In the case of a franchise expressed by a period of time, the insurer will provide the benefits only if the duration of the loss event exceeds this period of time and without deducting the franchise.

Article 8

Rescue Costs

1. Rescue costs are reasonable and expedient costs incurred by the policyholder or the insured:
 - (a) to avert an imminent insured event,
 - (b) to mitigate the consequences of an insured event,
 - (c) as a result of a legal obligation for hygiene, safety, environmental or public interest reasons, to dispose of the insured item or its remains, damaged or destroyed by an insured event,
 - (d) for transport related to the repair of the item damaged by the insured event to the nearest suitable repair shop; these costs are paid by the insurer when transporting the item in the territory of the Slovak Republic, unless otherwise agreed in the insurance policy.

The sum of the benefits provided and the reimbursement of costs pursuant to points (a) to (d) may not exceed the sum insured or the limit of the benefits of the insured item to which these costs relate. Costs referred to in points (a) and (b) shall also include unsuccessful measures if they were appropriate to the circumstances.

2. The insurer shall reimburse reasonable and expedient costs incurred by the insured and/or the policyholder, with prior written consent, in order to determine the cause and extent of the damage to the insured property affected by the insured event up to an amount of 3% of the sum insured or the limit of the insurance benefits of the subject of insurance affected by the insured event. The sum of such costs, the rescue costs and the benefits provided may not exceed the sum insured or the limit of the benefits of the insured item to which these costs relate.
3. The insurer shall not be obliged to reimburse the costs referred to in paragraph 1 of this Article incurred by the fire and rescue service, the police or other entities obliged to intervene in the public interest on the basis of legal regulations.

4. The insurer shall always be obliged to fully reimburse the costs incurred at his direction, even above the agreed sum insured or the limit of benefits agreed for the insured item.

Article 9

Expert Assessment

1. If there are disputes about the cause or extent of the damage or about the benefits amount, the insurer and the insured person may agree that they will be set by expert assessment. The expert assessment may be extended to other circumstances and facts giving rise to the right to be provided the benefits.
2. Principles of expert assessment:
 - (a) each party appoints one expert and immediately informs the other party in writing; it is possible to object to the expert of the other party only until the commencement of their activity,
 - (b) the appointed experts appoint a third expert, whose opinion will be decisive if the experts appointed by the parties do not agree,
 - (c) the experts appointed by the insurer and the insured person prepare their expert opinions on the disputed matters independently,
 - (d) the experts submit their expert opinions to the insured person and the insurer; if they differ, the insurer submits both of them to the expert with the decisive vote; the expert with the decisive vote decides the disputed matters and submits the decision to the insured person and the insurer,
 - (e) each party pays the cost of their expert and the cost of the expert with the decisive vote is shared by the parties equally.

If the expert opinions prepared by the experts appointed by the parties agree in favour of the insured person, the insurer reimburses the costs incurred by the insured person for the expert appointed by the insured person up to an amount of EUR 500 for one insurance period.

3. The expert assessment shall be without prejudice to the rights and obligations of the insured person and the insurer stipulated by legal regulations, these GITC-PL, the SITC, the CITC, the insurance policy and contractual arrangements.
4. The insured person and the insurer may also agree in writing on another procedure in relation to the expert assessment under this Article of the GITC-PL (e.g. appointment of only one expert, etc.).

Article 10

Obligations of the Insurer, Policyholder and Insured Person

1. In addition to the obligations set by generally binding legal regulations, *the insurer* is obliged to:
 - (a) notify the policyholder of the insurance terms and conditions related to the arranged insurance,
 - (b) after notification of an insured event, initiate an investigation without undue delay to determine the scope of its obligation to provide benefits as well as the amount of benefits,
 - (c) after receiving all documents and other necessary particulars, including documents prepared by a third party (e.g. expert opinion, fire brigade call-out report, etc.), documents and information needed to complete the investigation to determine the scope of the obligations of the insurer to provide benefits and the amount of benefits, to complete this investigation within 15 business days,
 - (d) return to the policyholder, the insured person or the injured party the original documents they have asked to be returned, unless they are a compulsory part of the insured event's file,
 - (e) allow the policyholder, the insured person or the injured party to view the file of their loss event or the insured event on the agreed day; based on a written request, provide the policyholder with a copy of documents from the file of the loss event or the insured event, where the costs thereof are borne

- by the policyholder; in justified cases, the insurer is entitled to refuse access in part or in full,
- (f) maintain the confidentiality of all facts that the insurer learns of when arranging insurance, administering insurance and investigating claims; this information may only be provided to third parties to the extent arising from generally binding legal regulations,
 - (g) pay a reasonable advance payment for the costs of legal representation in the case of a claim covered by insurance, if the insured requests so, legal representation is expedient taking into account all the circumstances and at the same time is expressly agreed by the insurer.
2. In addition to the obligations set by generally binding legal regulations, *the policyholder* and *the insured* person are obliged to:
 - (a) answer completely and truthfully all of the insurer's written questions including e-mail communication and completing the questionnaires related to arrangement of the insurance,
 - (b) allow the insurer or authorised persons to access the insured premises and enable them to assess the insurance risk, investigate the functionality and operation of the equipment used to protect property; further, they are obliged to submit project, fire-fighting and technical, anti-flood, accounting or other similar documentation to the insurer or authorised persons for inspection,
 - (c) immediately notify the insurer in writing of any change in the particulars that were the basis for concluding the insurance policy, in particular changes in the insured's operating activities, personal data, type and extent of insurance risk, place of insurance, equipment used to protect insured property,
 - (d) immediately notify the insurer in writing of a change in the insurance value of the set or selection of insured items, if it has been increased by more than 10% during the insurance period,
 - (e) in the case of a legal entity or natural person - entrepreneur, keep accounting records of the insured property specified in the insurance policy and keep these records in such a way that it cannot be damaged, destroyed, lost or stolen together with the insured property during an insured event,
 - (f) maintain the insured property in good technical condition, perform or ensure the required revisions and inspections, use it in accordance with operation and maintenance instructions and for the purpose for which it is intended by the manufacturer,
 - (g) comply with the provisions of technical standards, generally binding legal regulations, GITC-PL, SITC, CITC related to the agreed insurance and the provisions of the insurance policy,
 - (h) if the insured person is not the policyholder, then the policyholder is obliged to notify the insured person of the contents of these GITC-PL, SITC and CITC related to the agreed insurance and the insurance policy immediately after the conclusion of the insurance policy,
 - (i) ensure that an insured event does not occur and take appropriate measures to avert it,
 - (j) notify the insurer of the conclusion of other insurance covering the same property and insurance risks with another insurer, including information on the amounts of the insurance sums, benefits limits and the business name of the insurer with whom this insurance was concluded, as well as changes to this insurance,
 - (k) the policyholder is obliged to pay the premium under the "Insurance Premium" article hereof.
 3. In the event of a loss event, *the insured person* is obliged to:
 - (a) immediately notify the insurer of the occurrence of damage or an event which the insured's liability for damage is or could be associated with and which could give rise to the insurer's obligation to provide insurance benefits in the future and submit this notification in writing within 5 days,
 - (b) take appropriate measures to mitigate the consequences of the damage and request instructions from the insurer and follow them,
 - (c) not to change the situation caused by the damage without the consent of the insurer, unless it is necessary to avert or mitigate the consequences of the damage or against general interest,
 - (d) give a true explanation of the damage and the extent of its consequences, prove the origin and extent of the damage, provide sufficient evidence of the extent and cause of the damage, for example by arranging investigations by the police or other investigative bodies, preserving replaced damaged parts, photographic or video recordings,
 - (e) follow the insurer's instructions, submit documents required by the insurer and allow the insurer (or persons authorized by him) to enter the place of insurance, to inspect and investigate the causes and extent of the loss event, enable possible further inspection by the insurer's employee in order to investigate the loss event until its definitive conclusion,
 - (f) immediately notify the police of damage that has occurred under circumstances giving rise to suspicion of a criminal offence and allow the insurer access to the police investigation file,
 - (g) enable the insurer to make copies of the documents submitted for the purpose of determining the circumstances decisive for the assessment of the claim for benefits and its amount, as well as to enable the necessary investigation,
 - (h) immediately notify the insurer upon the discovery of the insured items or remains thereof if lost or stolen during the insured event; after receiving the items or remains thereof, the insured person is obliged to refund the amount corresponding to the amount of the benefit provided, within 30 days from the day it was found; if the insured items were damaged during the period from the insured event until they were found, the repair costs of the damaged item will be paid by the insurer as in the case of the insured event, to the extent provided for in the insurance policy,
 - (i) immediately initiate redemption or other similar proceedings of paper securities, deposit and check books, payment cards, tax stamps and other similar documents that were destroyed, lost or stolen in the insured event,
 - (j) ensure against a third party the right to compensation for damage or other similar rights and claim compensation for damage against a liable party, perform all acts necessary to ensure the transfer of this right on to the insurer,
 - (k) the insured may not, without the consent of the insurer, acknowledge any liability or accept liability for any damage, conclude a court settlement or voluntarily provide any compensation for "damage", except expenses necessary to prevent the increase or decrease in any damage or expenses necessary to prevent imminent damage,
 - (l) let the insurer decide on a lawyer and conduct court proceedings in all cases where costs are borne by the insurer, the costs must be expressly agreed in writing by the insurer,
 - (m) immediately document additional particulars and submit documents required by the insurer for the submitted complaint or grievance,
 - (n) keep credible documents (e.g. tax document, title deed, purchase contract, expert opinion, photo documentation, budget, contract for work, etc.) on ownership or acquisition of the insured item and its properties and submit them to the insurer if he requests them in order to settle the insured event.
 4. If the insured is subject to judicial or extrajudicial claims for damage related to the subject of insurance, the insured is obliged to:
 - a) immediately notify the insurer of this fact,
 - b) ensure against a third party the right to compensation for damage or other similar rights and claim compensation for damage against a liable party, and perform all acts necessary

to ensure the transfer of this right on to the insurer, and if the insured violates the obligation to provide the insurer with the possibility to exercise the right passed on to it, the insurer is entitled to demand compensation from the insured up to the amount of the paid benefits or has the right to reduce the benefits by this amount,

- c) use all available legal means to defend against the claim; the insured will provide assistance to the insurer, fully cooperate and provide him with all information reasonably required by the insurer, which is a condition for the insurer's obligation to compensate the incurred damage,
 - d) appeal, in a timely manner, against the decision of the competent authorities on compensation for damage which is in any way to their detriment, unless otherwise agreed in writing with the insurer,
 - e) if the claim for damage is not covered by this insurance, all legal expenses incurred so far by the insurer must be reimbursed to the insurer, where legal expenses must be reimbursed to the insurer even if the counterparty is obliged to pay them in accordance with a valid decision.
5. Other obligations of the insured person may be specified in the SITC, CITC or the insurance policy.
 6. The obligations pursuant to paragraphs 3 and 4 of this Article hereof shall also apply to the policyholder to the extent arising from the factual and legal circumstances of the settlement of the loss event.

Article 11

Consequences of a breach of obligations

1. If the policyholder or the insured or entitled person deliberately or as a result of deliberate consumption of alcohol, addictive substances or misuse of medicines breaches any one or more of the obligations set out in these GITC-PL and/or the SITC and/or the CITC and/or the insurance policy and this breach materially contributes to the occurrence of an insured event or to an increase in the extent of the consequences of an insured event, the insurer is entitled to reduce the benefits accordingly, depending on the effect of this breach on the scope of the insurer's obligation to provide the benefits.
2. In the event that the insured fails to enable or provide the insurer with the necessary or required cooperation so that insurer can claim damages against a third party or if the consequences of such conduct of the insured become apparent only after the benefits are provided by the insurer, in addition to the right referred to in paragraph 1 of this Article, the insurer also has the right to a refund of the insurance benefits or part thereof.
3. If damage is caused to the insurer due to a breach of any obligation or the insurer pays unreasonable costs in this regard (e.g. costs for court proceedings), the insurer shall have the right to compensation from the policyholder, who caused this damage or unreasonable costs by a breach of obligations.

Article 12

Method of handling complaints and claims

1. For the purposes of these GITC-PL and/or for the purposes of the insurance policy, a complaint or a claim means a written objection of the policyholder or the insured to the performance of the insurer's insurance activities in connection with the concluded insurance policy.
2. The insurer will deal with any complaint or claim that:
 - (a) is filed under paragraph 5 of this Article hereof,
 - (b) is duly delivered to the insurer in accordance with the "Service of Documents" hereof,
 - (c) contains information about the person filing the complaint or the claim,

(d) contains information on the matter that the complaint or claim relates to.

3. The insurer is entitled to ask the policyholder and the insured to provide further particulars and documents for the filed complaint or claim.

If the policyholder or the insured fails to provide the required particulars and documents within the specified period, the insurer will not be able to complete the handling of the complaint or claim and the complaint or claim will be concluded as unfounded.

4. The insurer is obliged to investigate the complaint or claim and to inform the person filing the complaint or claim on the manner of handling its requests or the reasons for its rejection within 30 days from the date of its delivery.

If the handling of a complaint or claim requires a longer period, it is possible to extend the time limit under the previous sentence, and the person filing the complaint or claim will be notified of this fact immediately.

If the complaint or claim is filed repeatedly, by the same person and in the same matter, and does not contain new facts, the insurer is not obliged to handle the complaint or claim and notify the person filing the complaint or claim of this.

5. A complaint or claim may be filed to any establishment of the insurer during business hours either personally or in writing to the insurer's address. A complaint may also be filed electronically to: staznosti@premium-ic.sk.

For more information on where and how to file your complaint and further steps for its handling go to the insurer's website www.premium-ic.sk.

Article 13

Service of Documents

1. All notices and statements of the policyholder and/or the insured shall only be binding if made in writing.
2. Documents shall be delivered by post or other entity authorized to deliver consignments, but they may also be delivered directly by the insurer, and shall be delivered as ordinary consignments or registered consignments, if the subject of delivery is the insurer's request to pay outstanding premium, or a request to pay the premium in full, or a notice of termination of the insurance.
3. Documents are delivered to the insurance participants (insurer, policyholder, insured, entitled person) to the last known address of permanent residence or registered office (or the registered office of the relevant organizational unit), or to the correspondence address.
4. The document is deemed to have been delivered on the date of its delivery to the addressee.
5. The policyholder and the insured person shall notify the insurer if their address has changed, without undue delay.
6. If the document is kept at the post office because the addressee was not reached and the addressee does not collect it within the relevant collection period, the document is considered delivered on the day of its deposit at the post office, even if the addressee did not learn of this fact. The same applies if the document was returned to the insurer as undelivered because of a change of address which was not notified by the policyholder or the insured person.
7. If the addressee refuses to receive the document, the document shall be deemed to have been delivered on the day on which it was refused.
8. The insurer is entitled to request verification of identity in written acts of the insurance participants under the applicable generally binding legal regulations.

Article 14 Communication Method

1. The insurer is entitled to use alternative means of communication (e.g. telephone, e-mail, SMS, fax) for mutual communication with the policyholder, the insured or their authorized person in connection with insurance administration, claims settlement and the offer of the insurer's products and services.

These means are used to expedite mutual communication, but do not replace a written form of acts in cases where a written form is required by generally binding legal regulations or the insurance policy.

2. You may also communicate the loss event by telephone by calling the insurer's telephone number or via e-mail to the insurer's e-mail, which are created for this purpose. However, this does not relieve the insured person from the obligation to also report the insured event in writing within three business days on the insurer's prescribed form.
3. The insurer is entitled to send all documents the receipt of which does not require the signature of the policyholder; or if their paper form is not required by a generally binding regulation, these GITC-PL, the SITC, the CITC or the insurance policy; or if their nature allows so, electronically via e-mail and/or to an electronic mailbox on the central public administration portal.
4. The policyholder and the insured (if its address is stated in the insurance policy) is obliged to report any change of the e-mail address stated in the insurance policy without undue delay, where such change is effective on the day of delivery of the notification to the insurer.
5. The obligation to send documents to the policyholder electronically is fulfilled by sending it to the e-mail address of the policyholder specified in the insurance policy or to the e-mail address notified by the policyholder under the previous paragraph.
6. The insurer is not responsible for a malfunction of the e-mail address of the policyholder and/or the insured.
7. The policyholder and/or the insured may request the insurer to cancel the delivery of documents electronically at any time, in writing, in a letter delivered to the insurer's registered office, where it shall be effective upon delivery of a written request to the insurer.

Article 15 Definition of Terms

1. **Net financial loss** is monetary loss that is not caused directly by or as a result of physical damage or destruction of the insured property (i.e. damage not preceded by physical damage or destruction of the insured property or item). It is intangible damage of any kind, including lost profits, increased production costs, sanctions, deficit, losses due to delay, non-compliance with the agreed performance, loss of market or contract, any other sanctions, guarantees or warranties (financial performance, product guarantees, refunds, etc.), loans, etc.
2. **Household member** is the insured, a person living with the insured or an authorised person.
3. **Household** is an independently operated unit of household members living together permanently and jointly paying for their needs.
4. **Natural person – entrepreneur** is a person doing business on the basis of a trade licence, other than a trade licence pursuant to special regulations, or performing agricultural production, who is registered pursuant to a special regulation.
5. **Movable thing** is any material thing that is not real estate.
6. **Ionizing radiation or radioactive contamination** means radiation, contamination or pollution from any nuclear fuel or any

nuclear waste generated by the combustion of nuclear fuel, radioactive, toxic, explosive or other hazardous properties of any nuclear installation or any nuclear component thereof.

7. **Nuclear energy** is:
 - (a) ionizing radiation or radioactive contamination,
 - (b) radioactive, toxic or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component,
 - (c) the action of any weapon using atomic or nuclear fission or synthesis, or any other similar reaction, of radioactive force or material.
8. **Property** includes movables and real estate covered by insurance in accordance with the insurance policy.
9. **Malware** is malicious software that is able to propagate by itself, without the knowledge of the user, containing computer viruses, worms, trojans, adware, spyware, etc.
10. **Real estate** is land or a building connected to the ground by a fixed connection, which is:
 - (a) connection with a solid foundation,
 - (b) attachment by machine parts or a weld to a solid foundation in the ground or to another structure,
 - (c) anchoring with piles or ropes with an anchor to the ground or another structure,
 - (d) connection to the networks and technical equipment of the territory,
 - (e) underground location.
11. **Citizen** is any person to whom the Constitution of the Slovak Republic grants rights and freedoms, regardless of citizenship.
12. **Civil Code** is Act No. 40/1964 Coll., the Civil Code as amended.
13. **Repair of item** means repair of a damaged item, or bringing it into the condition in which it was immediately before the insured event.
14. **Close person** is a first degree relative, sibling, spouse, parents of a spouse; a partner is also considered a close person, or the partner's parents, provided that they demonstrably live with the insured in a common household.
15. **Natural person** is a person or a natural person - entrepreneur.
16. **Entitled person** is a person authorised by the insured or the policyholder to act on their behalf on the basis of an authorisation or power of attorney.
17. **Authorised person** is a person to whom the insured or the policyholder has entrusted the insured items (e.g. the lessee, the person authorized to guard the insured items or household members, etc.).
18. **Third person** is a person other than the insured, policyholder, close person, entitled person, authorised person or person living in the common household with the insured.
19. **Person living with the insured** is a person who lives permanently (more than 183 days a year) together with the insured in a common household.
20. **Insured** represents in the insurance policy a legal entity or natural person whose property or liability for damage is covered by the insurance.
21. **Term of insurance** is the period for which the insurance policy is concluded. It may be fixed or indefinite. It is defined by the commencement date of the insurance and, in the case of fixed-term insurance, also by the date of its termination.
22. **Policyholder** is a natural person or legal entity that has entered into the insurance policy with the insurer and has undertaken to pay premium and fulfil other obligations arising from the insurance policy.

23. **Insured event** is an insured event which is, under the respective provisions of the insurance policy, associated with an obligation of the insurer to provide the insured person or the injured party with the benefits.
24. **Insurance policy** is a written bilateral legal act on the basis of which property insurance and/or liability insurance arises. Insurance policy also means the draft insurance policy sent to the policyholder by the insurer, which upon the payment of the first annual premium, or the first instalment of the premium, within the period and in the amount specified in the relevant draft insurance policy, becomes a validly concluded insurance policy, if so provided for by the draft insurance policy.
25. **Insurer** is PREMIUM Insurance Company Limited, insurance company with its registered office at George Borg Olivier Street 68, St. Julian's, STJ 1081, Republic of Malta, registered in the Register of Companies of the Republic of Malta, registration number C 91171, acting in the territory of the Slovak Republic through its organizational unit PREMIUM Insurance Company Limited, a branch of an insurance company from another Member State, with its registered office at Námestie Mateja Korvína 1, 811 07 Bratislava - city district of Staré Mesto, Slovak Republic, ID: 50 659 669, registered in the Commercial Register of the District Court Bratislava I, Section: Po, File No.: 3737/B.
26. **Damage** is a change of the state of an item that can be objectively removed by its repair.
27. **Injured party** is a natural person or legal entity that has suffered damage and is claiming compensation from the insured; this person is not in any legal relationship with the insurer and has no right to the benefits against the insurer.
28. **Legal entity** is an association of natural persons or legal entities, a special-purpose association of property, a unit of territorial self-government or other entity defined as a legal entity by a generally binding legal regulation.
29. **Requisition** is an official occupation, seizure or confiscation of something at a time of exceptional need (e.g. for the army).
30. **Premium instalment** is an agreed part of the premium outstanding for the relevant part of the insurance period.
31. **Damage** is physical damage or destruction of the insured item or material damage to the insured person or the injured party that may be objectively quantified in money.
32. **Set** includes all items of the same or similar nature or items intended for the same purpose at the place of insurance. Items that became part of this set after the conclusion of the insurance policy enter into the insurance automatically and items that ceased to be part of this set after the conclusion of the insurance policy also leave the insurance automatically. Insurance of specifically named items of such a nature is called insurance of *selected items*.
33. **Terrorist act** means an act involving the use of force or violence and/or a threat of their use by any person or group(s) of persons, whether acting alone or on behalf of someone else or in connection with any organization(s) or government(s) committed for political, religious, ideological, social or similar reasons, including the intention to influence any government and/or intimidate the public or a part of the public.
34. **Loss event** is an accidental event in which damage occurred that may give rise to the right to be provided insurance benefits. The consequence of damage when one cause damaged more injured persons is also included as one loss event.
35. **Accidental event** is an event that suddenly and unexpectedly occurs at the place of insurance during the insurance period about which, at the time of concluding the insurance policy, the insurer and the insured person assume that it may occur, but it is not certain whether and when it will occur.
36. **Wilful act or oversight** is an act or oversight by a natural person or legal entity with direct or indirect intent; direct intent means an act or oversight by a natural person or legal entity by which it intended to cause damage; indirect intent means an act or oversight by a natural person or legal entity where that person knew that the act or oversight may cause damage and, in the event that it is caused, was aware of it.
37. **Lost profit** is the financial amount that the insured or injured party could have obtained if no loss event had occurred. It is damage expressible in money consisting in the fact that the insured or injured party could not, as a result of the loss event, achieve the reproduction of assets that would be expected in the regular course of events if the loss event did not occur at all.
38. **Use of item** is a legal situation when the insured has a legitimate right to use the item in accordance with the provisions of generally binding legal regulations and uses its useful properties.
39. **Item** is a tangible object of insurance that is controllable and serves the needs of people.
40. **Internal disturbances** are territorially isolated sporadic acts of violence within a state or territorial self-government unit, violent disturbances, riots (threat of use or use of violence) or other acts of a similar nature motivated politically, socially, ideologically, religiously, etc.
41. **Anniversary date** is the date, matching, with its number of the day in the month and the name of the month, the commencement date of the insurance. If there is no such day in the relevant month, the anniversary date is on the last day of the relevant month.
42. **Termination of insurance** is the termination of the insurance policy, or termination of the insurance validity.
43. **Destruction** is a change of the condition of an item, when the insured item can no longer be used for its original purpose and it is not possible to return it to its original functional state. Destruction also means a condition when the repair costs would exceed the costs of the acquisition of the same item or a similar item, in terms of type, kind, quality and parameters.
44. **Reduction of benefits** is the insurer's right to reduce the benefits by a reasonable amount in case of an intentional breach of the obligations provided for in these GITC-PL, the SITC, CITC or the insurance policy, if such a breach significantly contributed to the insured event or increase in the extent of the consequences of the insured event, according to how this breach of obligations affected the scope of the insurer's obligation to provide the benefits.
45. **Remains** are usable parts of items that were affected by the insured event and replaced by new items for which the insurer provided insurance benefits.

Article 16 Final Provisions

1. GITC-PL are an integral part of the insurance policy and the parties may deviate from their provisions in the insurance policy.
2. The insurance policy with these GITC-PL annexed to it shall be governed by the law of the Slovak Republic in terms of effectiveness, interpretation and implementation, with the exception of conflicting provisions in relation to the international element. The courts of the Slovak Republic shall have exclusive jurisdiction over legal disputes arising from this insurance policy. The above shall also cover damage occurring abroad.
3. These GITC-PL shall take effect on 01.12.2020.