

# General Conditions of Fair Insurance

## INTRODUCTORY REGULATIONS

The meaning of terms in these Conditions

- ♦ **Policyholder**  
individual or other entity who owns the insurance policy (policyowner);
- ♦ **Insured**  
person whose property and/or property interest is insured. The Policyholder and the Insured is the same person, except for the insurance on somebody's other behalf;
- ♦ **Insurance policy**  
written contract between the Policyholder and the Insurer stating obligations and responsibilities of each party;
- ♦ **Premium**  
the amount paid by the Policyholder or the Insured to the Insurer, according to the insurance contract;
- ♦ **Indemnity**  
the amount paid by the Insurer according to the insurance contract.

## Article 1 - INSURED PERILS

- (1) The Insurer shall indemnify, to the extent determined by these Conditions, loss or damage to the insured items caused by the following basic perils: fire, lightning, explosion, windstorm, hail, flood, water outlet, landslide, snowslide, leakage, selfignition of goods, falling of an aircraft, manifestations and demonstrations, mechanical breakdown, unskilfulness and negligence of employees and other parties, wilful act and mischief of third parties.
- (2) The Insurer shall indemnify to the extent, determined by these Conditions, also the damage caused to the insured items that were taken away, destroyed or damaged during burglary, theft and robbery or during attempts for such actions.
- (3) The Insurer also warrants the damage due to liability claims of the third parties against the Insured.
- (4) If agreed separately, the insurer covers also loss or damage to insured items due to the machinery breakdown perils on machines and machine devices when operating for fair purposes.
- (5) If agreed separately, the insurer does not cover loss or damage to insured items due to:
  - 1) flood, landslide, tearing of the ground and snowslide;
  - 2) mechanical breakdown;
  - 3) theft.
- (6) When the insurance event occurs, the insurance also covers the disappearing of the insured items and the expenses for cleaning, demolition and removal of debris regarding the insurance event.
- (7) The insurance covers only loss or damage, that occurred on the insured items due to the insured perils, and does not cover other indirect damage in connection with the insurance event (liability, loss of rent, cessation of work, reduction of value and similar).
- (8) This insurance does not cover loss or damage due to:
  - 1) the nuclear reaction, nuclear radiation and radioactive contamination;
  - 2) basic and additional perils which are in direct connection with an earthquake.

## Article 2 - FIRE

- (1) A fire within the meaning of these Conditions is considered to occur out of the fixed fireplace and or it spreads and it is able to spread by its own power.
- (2) It is not considered as fire, if the insured item is damaged due to:
  - 1) exposure to a useful fire or heat for processing, remaking or other purposes (e.g. when ironing, drying, roasting, baking, cooking, heating, smoking, etc.), or when the insured item fell or was thrown in or on a fireplace;
  - 2) burning through, scorching or burning because of a cigarette, glow, lamp, oven or similar.

## Article 3 - LIGHTNING

- (1) This insurance also covers loss or damage on the insured items caused by lightning, its destroying and heating power, or the impact of the falling objects due to lightning.
- (2) This insurance does not cover loss or damage :
  - 1) on electric machinery, devices, appliances or electric conductors caused by electric current, overheating due to overloading and atmospheric influences (static voltage and induction due to atmospheric voidance and similar phenomena). However the insurer covers loss due to fire caused by impact of electrical current;
  - 2) caused by lightning with transfer of electric energy through electric conductors/wires, as well as damage to safety-fuses of all kinds, protection switches, overloading conduits, lightning conductors and similar devices, caused during their activity.

## Article 4 - EXPLOSION

- (1) An explosion is considered to be a sudden release of power caused by the tendency of gases and vapours to expand. The explosion of a vessel (boiler, tubes, pipes etc.) is regarded as such, only if its walls are torn apart to such an extent that the pressure inside and outside of such vessel becomes equal in a sudden process.
- (2) This insurance does not cover loss or damage caused by:
  - 1) explosions in machines with inside burning (in the cylinder of a motor);
  - 2) explosion that occurs regularly during some process;
  - 3) sudden push of fire from stoves and similar devices;
  - 4) explosions of biological sources;
  - 5) sonic boom.

## Article 5 - WINDSTORM

- (1) Windstorm is defined as a wind reaching at least a minimum speed of 17,2 m/s or 62 km/h (8th degree on Beaufort's scale). It is considered to be a windstorm, if in the site where the insured item is located, the wind breaks branches and trunks or damages the buildings in good condition. If the wind force is considered to be doubtful, the Insured has to prove it with details from the meteorological institute.
- (2) This insurance covers only loss or damage occurred by the direct force of windstorm or damage caused by direct impact of falling objects on the insured item. The damage due to leaking caused by windstorm is also covered.
- (3) This insurance does not cover loss or damage caused by/on:
  - 1) penetration of rain, hail, snow or other items through open windows or other openings on buildings, unless these openings have been done by the storm;
  - 2) penetration of rain or other precipitations on items located in the open air (like stacks, ricks, etc.), under projecting roofs or in open buildings.

## Article 6 - HAIL

This insurance covers loss or damage occurred on the insured items and caused by direct strokes of hail, so that the item is broken, broken through, crumbled off, or that the insured item cracks or changes shape. Insurance also covers loss or damage caused by leaking through the openings caused by hail.

## Article 7 - FLOOD

- (1) Flood is considered when steady bodies of water (rivers, lakes, seas) overflow by accident the premises where the insured items are located, because they overflow banks, break through embankments and dambanks, or spread due to exceptionally high tide, waves, or due to excessive water from artificial lakes.

- (2) Inundation of water due to cloudburst, as well as accidental inundation which due to extremely heavy precipitations, runs down the slopes, streets and roads (torrents) are also considered as flood.
- (3) It is considered as flood also the sub-soil water, as a consequence of inundation of the grounds in the close vicinity of the insured items.
- (4) This insurance covers only damage caused on the insured items during the flood or immediately after the water had flown away.
- (5) This insurance does not cover loss or damage on, in/due to stored goods, sensitive to water and not suitably lifted up from the floor (storing on the palettes, etc.).

#### Article 8 - WATER OUTLET

- (1) This insurance covers loss or damage on the insured items due to:
  - 1) water outlet from water-pipes or pipes in the sewage system, or from hot-water and steam supply installations or other systems and devices, connected with the water pipe network, provided that the water outlet was a consequence of a damage or clogging (breaking, bursting or defect of devices for supervision and security) on these water-pipes and devices;
  - 2) steam outburst from devices and systems for hot-water and steam heating.
- (2) In accordance with the Paragraph 1 of this Article, this insurance also covers damage due to water outlet from the sprinklers.
- (3) This insurance does not cover damage on, in/due to:
  - 1) water outlet from open taps;
  - 2) over-used, corroded and pipes that are in poor condition;
  - 3) loss of water;
  - 4) on stored goods sensitive to water and not suitably lifted up from the floor (storing on the palettes, etc.);
  - 5) bad maintenance of water network and sewage system, devices for hot-water and steam supply installations and other devices, or due to insufficient protection against freezing, occlusion, etc.;
  - 6) water outlet from gutters and pipes for discharge of rainfall, except if outlet occurs from pipe for discharge of rainfall which is built in inside of the building.

#### Article 9 - LANDSLIDE

- (1) This insurance covers loss or damage due to surface landslide on inclined premises with clearly seen cracks and plaits of ground, which in short time period causes statically dangerous deformations or wide cracks on buildings.
- (2) Landslide is also considered to be the tearing off the ground or soil as a geological cessation, and the rolling of hard pieces of soil or ground; however, in such cases the insurance covers only the damage, occurred on the insured items due to impact of hard piece of soil or ground that was torn off and consequently destroyed or damaged the insured item.
- (3) This insurance does not cover loss or damage :
  - 1) if the premises where the building is located, had already begun to slide in the geological sense, at the time when the insurance contract was concluded;
  - 2) if human activities (like cutting, digging, etc.) activated an avalanche;
  - 3) if the earth sinks and subsidence occurs;
  - 4) if a slow geological landslide occurs and is evident in smaller cracks on buildings.

#### Article 10 - SNOWSLIDE

- (1) This insurance covers loss or damage due to snowslide from the mountain slopes.
- (2) This insurance covers also loss or damage caused by atmospheric pressure due to snowslide.

#### Article 11 - LEAKAGE

- (1) Leakage is considered to be a loss of liquid or gas from the immovable containers (tanks, collectors, etc.) and water pipes due to breaking of containers or water pipes, or due to malfunction of devices for outlet and accumulation of liquid or gas. Insurance covers only damage to the insured liquid or gas, if not agreed otherwise.
- (2) This insurance does not cover loss of the insured liquid or gas, due to bad maintenance or worn-out container or outlet device, or loss of liquid and gas due to insufficient washer.

#### Article 12 - SELFIGNITION (PYROLYSIS)

- (1) Selfignition is a process during which the substances - due to high temperatures occurring inside - start to decay or turn into ashes, without

the presence of fire or high temperatures activity from the outside.

- (2) This insurance does not cover damage on substances, that are not stored or tended according to the valid regulations.

#### Article 13 - FALL OF AN AIRCRAFT

- (1) This insurance covers loss or damage caused by any aircraft (motor plane, glider, helicopter, rocket, balloon, etc.) which falls on the insured item or crashes into it.
- (2) This insurance cover also includes loss or damage done to the insured item by an aircraft, its parts or by objects dropped therefrom.

#### Article 14 - MANIFESTATIONS AND DEMONSTRATIONS

- (1) Manifestation or demonstration is considered to be an organized or spontaneous expression of the public attitude of a group of people. Only the damage caused by manifestations and demonstrations approved by the competent state authorities, is covered.
- (2) It is considered as the insurance event when demonstrators or manifestants destroy or damage in any way the insured items (breaking, destroying, demolition, burning, etc.).

#### Article 15 - MECHANICAL BREAKDOWN

This insurance covers breakdown of insured items on a fair due to sudden event which impacts on the insured item with mechanical power from outside.

#### Article 16 - BURGLARY THEFT AND ROBBERY

- (1) Insurer shall indemnify to the extent, determined by these Conditions, the damage caused to the insured items that were taken away, destroyed or damaged during burglary (burglary theft) or robbery, or during attempts for such actions.
- (2) The items are considered to be insured only during periods of time, when located within closed and locked premises, stated in the Policy.
- (3) Unless agreed otherwise, the cash, securities, stamps, postage stamps, bank books, precious stones and metals and items made of precious metals, real pearls and jewellery made of precious metals, stones and pearls are insured only, if kept within the closed and locked premises and also kept in special locked boxes (iron money box, armoured money box, safe, and similar).
- (4) It is considered as a burglary theft, when the perpetrator:
  - 1) breaks into the locked premises (brakes or smashes a door, window, wall, ceiling or floor);
  - 2) opens the locked premises with false key or other equipment, not used for regular unlocking;
  - 3) enters the premises, hides himself and commits theft during the period, when the premises are locked;
  - 4) enters by force into the locked premises through the opening, not intended for entrance, and has to surmount obstacles that obstruct an easy entrance;
  - 5) breaks into the locked safes, cash registers, boxes, etc. in the premises, where he entered in a way, considered according to the provisions of this Article, as a burglary theft;
  - 6) unlocks the premises or safes, boxes, etc. where the insured items are kept (or deposited) with the original key or its duplicate, if he gets in possession of the key as stated in items 1) and 5) of this Paragraph, or with robbery;
  - 7) breaks into the premises that are not located in the ground floor or basement, through an open window; it is not considered as a burglary theft, if the perpetrator breaks into through the open window, whose bottom edge is less than 1,60 meter from the ground level.
- (5) The robbery is an act of taking away the insured items with the use of force or threats for life and health of the Insured and his employees who are performing their profession on the premises where the insured items are placed. It is considered, that the force was used also in cases, when the means for preventing the resistance were used.
- (6) The Insurer shall not indemnify the loss due to deficit, established during inventory, although the deficit is established during the inventory, performed after the insurance case occurred.

#### Article 17 - THEFT

This insurance covers also loss due to the theft while the insured items are on a fair. The theft considered according to these conditions is disappearance of insured items not caused by burglary or robbery.

## Article 18 - LIABILITY

- (1) The insurance covers the loss on the basis of claims for damages of the third parties in respect of liability of injured persons and damaged property up to the amount, stated in the policy.
- (2) The insurance covers the loss of claims due to unexpected and unforeseen events (accidents), which occurred directly in connection with the fair activity of the Insured at the covered location.
- (3) In the frame of fair activity on the covered location, also the liability of the Insured is included due to the:
  - 1) use, possession or lease of lands, buildings and rooms used exclusively for the fair purposes of the Insured;
  - 2) use of lifts;
  - 3) storage of combustibles and fuel;
  - 4) damage, theft or disappearance of the belongings of the employees of the Insured, with the exception of money, watches, cameras, valuables, securities, and any documents, under the condition that the belongings are kept in locked rooms.
- (4) This insurance does not cover claims for damage due to goods or property which the Insured in any way put in the circulation.
- (5) The Insurer does not cover claims for damage to property:
  - 1) of which the Insured takes care in any way (leasing, storing, treatment, processing, etc.);
  - 2) if the cause of damage to objects is either the work on them or the work with them (the object or the means of treatment, processing, testing and similar processes).
  - 3) if damage results from:
    - a) the influence of temperature, gas, steam humidity, precipitation, smoke, soot, dust, shaking, noise and similar phenomena (emissions) if such influence has a slow damaging effect;
    - b) sewage;
    - c) pollution of running and standing water.
  - 4) of the Insured, family members of the Insured and business partners of the Insured and their family members; as family members are considered spouses and persons supported by the Insured at the time of the loss event; for persons incapable of work or with limited capability their legal representative and their family members are considered as the Insured and his family members;
  - 5) caused by any aircraft or watercraft of every kind as well as registered land motor vehicles and trailers and self-driven work machines;
  - 6) that occurs because the Insured did not prevent extremely dangerous circumstances as requested by the Insurer. When in doubt, an extremely dangerous circumstance is considered a circumstance due to which damage had already occurred;
  - 7) of an individual damaged party, which are lower than the amount of deductible.
  - 8) In liability insurance, articles of the valid General Conditions of Third Party Liability Insurance (PG-odg) also apply, dealing with time and local limitations of the insurance and obligations of the insured and the Insurer per insured event.

## Article 19 - SUBJECT MATTER AND PLACE OF INSURANCE

- (1) The subject-matter of the insurance is property of exhibitors in fair areas specified in the policy. The subject-matter of the insurance is also package of the items insured.
- (2) Insurance covers only property stated in the insurance contract.
  - 1) as insured property are considered goods on the fair; if however agreed also fair equipment (display stands, counters, fair furniture and similar) is insured.
  - 2) if the items in the policy are not quoted separately but as a whole, then all items that are on the insurance location and belong to the insured group, are insured, i.e. those that belonged to the group at the time of the contract conclusion, as well as those that were added afterwards.
- (3) The subject-matter of the insurance may also be the property of sales representatives and persons with similar activities who travel with various means of transport.
- (4) To the extent of the losses insured specified under Article 1, Paragraph (1) of these Conditions, the insurance also covers damage on insured property which occurs during unloading, loading and moving on the insured fair grounds, specified in the policy.

## Article 20 - INSURED VALUE

- (1) The insured value is determined according to prices in the site of the insured items' location.
- (2) Unless agreed otherwise, the insured value for:

- 1) for stored goods and materials - the purchase price, increased for the dependant expenses (transport, storage, etc.), but not higher than the market price;
- 2) for machinery, devices and installations, means of transport and communication, inventory and household items - the purchase price of new items, lessened due to loss of value, considering their age, and economic and technical wear and tear (amortization);
- 3) for things made of precious metals, of raw precious metals, precious stones, pearls, rare and valuable things, works of art, plans, drafts, models, patterns, documents, manuscripts, collections and company's books and details in computer memory units - the amount mutually determined by the Insured and the Insurer.  
If the value of these objects is not determined in the Policy, then it is considered that each single object has the value of at most EUR 8,30, and the collections have the value of at most EUR 42;
- 4) for securities, archives material, museum and fair pieces - the amount, mutually determined by the Insured and the Insurer.

## Article 21 - SETTLEMENT OF LOSS

- (1) Loss or damage, covered by this insurance, is settled:
  - 1) in case of total loss or disappearance of the insured item - according to the insured value of the item at the time of final settlement of the insurance case;
  - 2) in case of damage of the insured item - according to the expenses of repairing and material, at the time of the final settlement of insurance case, lessened for the loss of value due to overuse, age, economic and technical wear and tear (amortization), and for the value of remaining parts. The costs of any alterations, additions or improvements of the insured item, are not recoverable under this Policy.
- (2) It is considered that the item is totally damaged and for that reason the loss is settled according to the item 1) of the previous paragraph, if the costs of repairing reach the value of the insured item, lessened for the value of the remaining parts.
- (3) When individual items of a collection are damaged (for example: set, service), the reduction of the value of the collection is not taken into account when calculating the loss.
- (4) The remaining parts of the damaged items belong to the Insured and are calculated according to the market price at the time of final settlement of the insurance case, and to the condition, in which they were immediately after the insurance event occurred.

## Article 22 - EXPENCES AFTER THE INSURANCE EVENT

- (1) To the amount of damage, also expenses for cleaning, needed due to damage or loss of the insured item are added, but only up to the 3% of the sum insured, unless agreed otherwise. These expenses include the urgent costs for clearing the site, tearing down of remaining parts, as well as freight expenses for removing rubble and other debris to the nearest dump.
- (2) This insurance does not cover the expenses for clearing or diminishing of danger, nor the expenses for interventions of fire brigades and other organizations, which have to offer their help without charge, according to the goals of their activity.

## Article 23 - SUM INSURED

- (1) Unless agreed otherwise, the Insurer indemnifies only up to the agreed sum insured.
- (2) The Insured or the Insurer may require to reduce the sum insured and the Premium for the following years of insurance, if the sum insured has strongly exceeded the insured value.
- (3) If the insurance contract is concluded without the sum insured or up to unlimited value, it is considered that the insurance is concluded for its actual value.

## Article 24 - INDEMNITY

- (1) If the sum insured is equal to or higher than the insured value, at the final settlement the Insurer indemnifies damage in its full amount, not exceeding, however, the insured value.
- (2) If the sum insured is lower than the insured value at the time of the final settlement (underinsurance), the Insurer indemnifies the damage in proportion between the sum insured and the insured value, but at the most up to the sum insured.
- (3) In case of the first-risk insurance, the Insurer indemnifies the damage in its full amount, but at the most up to the agreed sum insured. Provisions on underinsurance from the above paragraph are in this case not valid.

- (4) The calculated damage together with the expenses of the insured event and any default interest is considering the insurance type, reduced by the deductible amount of the Insured at loss namely, at the loss due to:
- mechanical breakdown 40 EUR,
  - theft 40 EUR,
  - liability 20 EUR,
- and at loss due to perils of machinery breakdown in the amount of 10 % from the indicated elements of the Insurer's indemnity however, not less than 100 EUR and not more than 3.500 EUR.
- (5) If it is agreed that the Insurer shall reimburse also expenses for cleaning and demolition above 3% of the insured amount or if urgent expenses have occurred to the Insured for measures to prevent and reduce the loss and these measures have been taken according to the order of the Insurer after the occurrence of the insurance case, the indemnity of the Insurer, established in the previous subparagraph of this article, increases by these expenses and even if it exceeds the insured amount.
- (6) With liability insurance the indemnity of the Insurer is determined according to the valid General Conditions of Liability Insurance.
- (7) When the settlement of an insured event is finished, the indemnity is paid, reduced by the possible already paid advance and revalued by the rate of price increase of consumer goods in the Republic of Slovenia from the date of advance payment to the date of the final settlement.

#### Article 25 - PERIL CIRCUMSTANCES

- (1) When signing the insurance contract, the Insured has to report to the Insurer all circumstances that are essential for the assessment of danger (exposure to risks) and of which he is aware of or should be aware of. The circumstances that are important for the assessment of danger are especially those, known to the Policy holder and on the basis of which the Premium is determined and calculated, and also those stated in the insurance contract. The Policy holder and the Insurer can determine these circumstances together, as well.
- (2) The Policy holder has to enable the Insurer to examine and revise the risks, as well as to determine the maximum possible loss.

#### Article 26 - CONCLUSION OF INSURANCE CONTRACT

- (1) The insurance contract is concluded on the basis of verbal proposal or proposal in writing.
- (2) The Insurer may demand, upon receipt of the proposal, for supplements or explanations. It is considered that the Insurer has received the proposal, when the demanded supplements and explanations are also received.
- (3) The regulations for conclusion of the insurance contract are in force also in the case of any change in the actual insurance contract, with the exception of changes in the insurance Conditions or Premium Rate.

#### Article 27 - PERIOD OF INSURANCE COVER

- (1) The liability of the Insurer on the basis of the insurance contract starts at midnight on the day stated in the policy as the beginning of the insurance cover if the first premium is paid until this day or at midnight on the day when the premium is paid if not otherwise agreed.
- (2) The liability of the Insurer terminates at midnight on the day stated in the policy as the insurance expiration date. If only the beginning of the insurance cover is stated in the policy, the insurance cover continues from year to year until one of the contracting parties gives notice. The party must give notice at least 3 months before the end of the current policy year.
- (3) If the insurance is arranged for more than 3 years, each party may rescind the contract at a six months' written notice.

#### Article 28 - PAYMENT OF PREMIUM

- (1) The first Premium has to be paid by the Insured at the time of receiving the Policy, the following Premiums have to be settled on the first day of every insurance year.  
If agreed, that the Premium is paid in instalments, they are all bound for payment at the time of the insurance event in the full amount for the current insurance year.
- (2) If agreed, that the Premium is paid in instalments or for the past period of time, the regular interests can be calculated on the amount of the Premium for which the payment was postponed. If the instalment Premium is not settled till the falling date, the falling interests can be calculated.

- (3) If the Premium is paid by mail, the actual date of payment is the day, on which the Premium amount was regularly paid at the post office. If the Premium is paid by transfer, it is considered that it was paid on the day, when the order reaches the bank of the Insurer.
- (4) If the lower Premium was agreed, according to the appointed period of insurance, but for any reason the insurance ceased before that period was over, the Insurer has right to claim for additional payment, for which the Premium would increase, in case the contract was concluded only for the time of its actual duration.
- (5) In case the validity of the insurance contract ceased due to unpaid, falling Premium, the Policy holder has to pay the Premium till the day of cessation of the contract, or the total Premium for the current insurance year, if till the day of the cessation the insurance event had happened, and for which the indemnity has to be paid.

#### Article 29 - CONSEQUENCES IF PREMIUM IS NOT PAID

- (1) The liability of the Insurer to pay the damages terminates in case that the Policyholder does not pay the insurance Premium until due date after the conclusion of the contract and nobody else who has interest does it neither, in thirty days from the day when the Policyholder was served the registered letter of the Insurer with the notice on the maturity of the Premium, but this term cannot expire before thirty days after the due date of the Premium.
- (2) After the expiration of the term stated in the first paragraph hereof and if the Policyholder delays payment of the premium which must be paid after the conclusion of the contract, or the second or any subsequent premium, the Insurer can rescind the insurance contract without notice; the rescission of the insurance contract begins when the term in the first paragraph hereof expires and when the insurance cover terminates if the Policyholder was warned by a registered letter with the notice on the maturity of the Premium and on the termination of the insurance cover.
- (3) If the Policyholder pays the Premium after the expiration of the term stated in the first paragraph hereof, not later than one year after the due date of the premium, the Insurer is liable to pay damages if an insurance case occurs after midnight of the day when the Premium and the default interest were paid. If the Policyholder does not pay the Premium within this period, the insurance contract terminates at the end of the policy year.

#### Article 30 - REPAYMENT OF PREMIUM

- (1) The Insurer has right to the total Premium for the current insurance year, if the insured item was totally damaged due to the insured peril.
- (2) The Insurer refunds partially the Premium for the non-consumed period of insurance, if the insured item is totally damaged due to uninsured perils.
- (3) If the insured item is totally damaged before the beginning of warranty, the Insurer refunds the total Premium.
- (4) If the insurance contract ceases for other reasons before the end of period for which the Premium was paid, the Insurer has right to Premium till the day of the warranty, unless agreed otherwise.

#### Article 31 - INSURANCE EVENT

The moment, when one of the insured perils starts to involve damage on the insured item, is considered as the insurance event.

#### Article 32 - OBLIGATIONS OF THE INSURED

- (1) The Insured has to notify the Insurer about the insurance event at least three days after he got notice of it.
- (2) With insurance events, caused by fire or explosion, the Insured has to notify immediately the competent office for internal affairs (Police) and specify which items have been damaged.
- (3) The Insured has to submit to the Insurer all data and other evidences, necessary for the assessment of reason, extent and amount of loss.

#### Article 33 - EXPERT AND APPELLATE PROCEDURES

- (1) Each contracting party can request certain disputed facts to be determined by experts.
- (2) Each party can appoint one expert among the persons that are not in a working relationship with the parties. Before they start working the appointed experts appoint the third expert, who expresses his opinion only when the findings of the first two experts differ and only in the limits of their findings.
- (3) Each party bears the costs of the expert he/she appointed; for the third expert each party bears one half of costs.

- (4) The findings of the experts are obligatory for both parties.
- (5) A written complaint to the Appellate Commission of the Insurer is allowed against the settlement offer of the Insurer or the refusal of a claim. The complaint is submitted to the organisation unit of the Insurer which handled the claim.
- (6) The Insurer handles also the complaints in which the violation of business ethics is alleged. The complaint is submitted to the organisation unit of the Insurer which is alleged to violate it.

#### **Article 34 - INSURANCE AFTER THE INSURANCE EVENT**

- (1) After the insurance event, in which the insured items were damaged, the insurance relation continues without changes.
- (2) For items, that are considered totally damaged according to the insurance contract, the insurance ceases after the insurance event takes place.

#### **Article 35 - CHANGES OF INSURANCE CONDITIONS AND PREMIUM BASES**

- (1) If the Insurer changes the insurance Conditions and Premium base, he has to notify the Policy holder at least 60 days prior to the end of the current insurance year.
- (2) The Policy holder has right to cancel the insurance contract within 60 days after the receipt of the notification. The contract is out of force at the end of the current insurance year.
- (3) If the Policy holder does not cancel the insurance contract, the insurance Conditions and Premium base are accordingly changed at the beginning of the following insurance year.

#### **Article 36 - CHANGE OF ADDRESS**

- (1) The Policy holder has to notify the Insurer about the changing of his home address, site, his name or company name, within 15 days after the change.
- (2) If the Policy holder has changed his home address, seat, his name or company name, without notifying the Insurer, it is sufficient that the Insurer sends his or seat, and uses his last known name or company name.

#### **Article 37 - WAYS OF COMMUNICATIONS**

- (1) Agreements about the contents of the insurance contract are valid only in writing.
- (2) All notices and statements, that have to be presented in accordance to the insurance contract, have to be in writing.
- (3) Notices and statements are presented in time, if sent by registered post before the end of term.
- (4) The statement that has to be given to others, is valid only after it has been received.

#### **Article 38 - APPLICATION OF LAW**

With relations between the Policy holder and the insurance company, the regulations of the Law for obligatory relations are also in force.

#### **Article 39 - JURISDICTION IN CASE OF DISPUTE**

Disputes between the Policyholder and the Insured on the one hand and the Insurer on the other are resolved either by the court having jurisdiction according to the place of the conclusion of the insurance contract or if specifically agreed by the Arbitration Court of Triglav Insurance Company Ltd. or if specifically agreed by the Mediation Center of the Slovenian Insurance Association.

#### **Article 40 - DEVIATIONS COMPARING TO THE ORIGINAL WORDING**

These conditions are translation of original "Splošni pogoji za zavarovanje sejmov PG-sej/09-4" wording. In case of any deviations the original slovene wording prevails.