

# General Conditions of General Liability Insurance

The terms in these Conditions have the following meanings:

- **Policyholder**  
A person who concludes an insurance contract;
- **Insured**  
A person whose interest is insured; a Policyholder and an Insured are the same person, except in the case of insurance for the account of someone else;
- **Insurance Policy**  
A document about a concluded insurance contract and an integral part of an insurance contract;
- **Insurance Premium**  
An amount that a Policyholder pays for a concluded insurance contract;
- **Compensation**  
An amount that the Insurance Company pays in accordance with an insurance contract in respect of liability insurance;
- **Limit of Liability**  
An amount that represents the upper limit of the liability of the Insurance Company at the time of occurrence of an insured event;

## A. FOR ALL SOURCES OF RISK

### Article 1 - INSURED RISKS

- (1) The Insurance Company indemnifies the damage that third parties claim from an Insured with civil claims for damages due to a sudden and unexpected event (accident) arising from an activity, attribute or legal relationship stated in a policy for which an Insured is liable and resulting in:
  - 1) Bodily injury, illness or death of a person (damage to persons);
  - 2) Destruction or damage of property (damage to property).
- (2) The third parties stated in paragraph (1) do not include the workers of an Insured unless agreed otherwise.
- (3) The insurance also includes the liability of an Insured arising from an activity due to:
  - 1) Use, utilization, possession, lease or usufruct of land, buildings or premises used exclusively for the purposes of the Insured (not applicable for the liability towards landlords, lessors or any other owners);
  - 2) Use, utilization, possession, lease or usufruct of the facilities for rest or relaxation intended exclusively for workers, like for example canteens, swimming pools, holiday homes, sports fields or suchlike;
  - 3) Use of passenger or cargo lifts, except for the damaging of other persons' property during loading or unloading;
  - 4) Use of the self-propelled machines that are in functional operation but not moving;
  - 5) Storage of fuel or propellant;
  - 6) Damaging, theft or disappearance of the belongings of an Insured's workers, except money, valuables, watches, technical devices (like cameras, video cameras, mobile phones, tablet or laptop computers or television sets, external batteries or external disks, tools or suchlike), securities or any documents; under the condition that the belongings are kept in locked premises;
  - 7) Damage due to the risks not arising from an insured activity, but directly related to it and intended for the performance of an insured activity.
- (4) For the facilities stated in this Article, paragraph (3), items 1) and 2), the insurance also includes the liability:
  - 1) Of an Insured as an investor or contractor of the construction works (new construction, reconstruction, repair, maintenance) the estimated costs of which do not exceed the amount of EUR 12,500;
  - 2) Of the persons taking care of the cleaning or illuminating the premises for the claims against them in relation to the performance of these duties;
  - 3) Of the persons that due to the right of usufruct or due to bankruptcy replace an Insured as long as they are in this role;
  - 4) Due to the existence of a garage that is on the premises or in the facilities stated in this Article, paragraph (3), items 1) and 2) unless the garage is leased or used for the performance of the activity or it is a hotel garage.

- (5) The insurance includes the liability for damage due to loss or disappearance of property only if this is specifically stated in a policy or in these Conditions. In such cases, the provisions that these Conditions determine for the damaging of property apply.

### Article 2 - INSURANCE EXTENSIONS

If it is specifically agreed in the insurance contract, the insurance also includes the liability according to the individual additional clauses explained in Section D. of these Conditions as follows:

- 1) Injuries of workers (employers liability) - Article 23;
- 2) Damage to third parties and their property caused by the participants of horse, bicycle, motorcycle or car races as well as the preparations for these races - Article 24;
- 3) Damage to the property for which an Insured is responsible in any way (due to lease, storage) - Article 25;
- 4) Damage to the vehicles that an Insured has in storage - Article 25;
- 5) Damage to the property of other persons that undergoes treatment, processing, testing, repair, maintenance - Article 25;
- 6) Damage to the property of other persons during loading and unloading with lifts and devices for loading and unloading - Article 25;
- 7) Damage that a small self-propelled machine causes when moving - Article 26;
- 8) Pure financial loss - Article 27;
- 9) Damage to health and injuries of persons due to interventions or procedures that these persons have such as body care, cosmetics - Article 28;
- 10) Damage to health and injuries to animals due to treatment, medical or other interventions or procedures that these animals have such as castration, fertilization, shoeing, training - Article 28;
- 11) Damage due to the product liability for food products and drinks of restaurants, hotels or similar facilities that do catering, but it is not their predominant activity, and for the products and medicines of pharmacies as well as for other facilities similarly related to product liability;
- 12) Damage due to sudden environmental pollution (ecological damage) - Article 29;
- 13) Compulsory environmental damage liability insurance – Article 30.

### Article 3 - EXCLUSIONS

The Insurance Company shall not cover the damage:

- 1) that an Insured causes intentionally;
- 2) to persons or property resulting from the products that an Insured places on the market in any way;
- 3) to property if the damage is a consequence of the influence of temperature, gas, steam, humidity, precipitation, smoke, soot, dust, trembling, noise etc. (emissions) if this influence has slow damaging effects;
- 4) to the following persons:
  - a) an Insured or partners if they have a share in a company of more than 25 % and have on the basis of the law or company statute a right or a possibility to manage a company (majority partners);
  - b) family members of an Insured and relatives of majority partners if they are employed by an Insured. The family members are considered to be a spouse, cohabitation partner, same-sex partner, legal representative and the persons that an Insured maintains when a loss event occurs. But the claims for damages referring to house possession liability (Article 8) of co-owners or their family members living in the same household against co-owners due to the damage resulting from the use of the common parts of a house are not excluded.
- 5) to persons or property due to a nuclear power accident;
- 6) caused by aircraft or watercraft of any kind or by land motor vehicles or trailers or self-propelled machines when they are moving;
- 7) occurring because an Insured does not remove extremely dangerous circumstances as requested by the Insurance Company. In doubt, an extremely dangerous circumstance is the circumstance due to which an accident has already occurred;

- 8) due to an occupational disease, asbestosis, genetic alterations in an organism, electromagnetic radiation or tabacosis or damage due to a strain of cervical, thoracic or lumbar muscles, strain or sprain of the cervical, thoracic or lumbar spine unless an injury of the spine skeleton or a shift between the vertebra corpuses larger than three millimetres is medically established;
- 9) due to (subrogation) claims for damages of health, pension or disability insurance institutes, health insurance companies or other indirect claimants;
- 10) resulting from extraordinary events such as for example wars, war-like events or hostilities, terrorist acts, civil wars or similar disorders, natural forces, nuclear reactions or nuclear contamination;
- 11) due to a cyber-attack, which means the damage directly or indirectly arising from or caused by the use or operation of a computer, computer system, computer software or hardware, data pool, database, microchip, integrated circuit or similar device in a computer or other equipment, malicious code or process or other electronic system as a means of causing damage regardless of whether any of the above stated is owned by an Insured or not or any costs incurred as a consequence of this damage.

#### Article 4 - INSURED EVENT

For the insurance of liability, it is considered that an insured event occurs at the moment when a loss event occurs due to which a claim for damages could be pursued against an Insured. Regardless of the number of injured persons or damaged items of property, all loss events having the same cause are considered to be one insured event occurring when the first loss event of this kind occurs regardless of when individual events actually occur.

### B. FOR INDIVIDUAL SOURCES OF RISK

#### Article 5 - CONNECTED RAILWAYS

- (1) The Insurance Company also covers the damage arising from the:
  - 1) Use of an industrial railway (forest, field or connecting), funicular or cableway if transport is free of charge;
  - 2) Use of a storehouse rented by a railway company.
- (2) If specifically agreed, the insurance also includes the liability:
  - 1) Due to the damage to the vehicles of other persons during loading or unloading with lifts or devices for loading or unloading, except for the damage during loading with the devices that drop the cargo;
  - 2) Due to the use of an industrial railway, funicular or cableway if transport is payable.

#### Article 6 - CONSTRUCTION, ERECTION OR SIMILAR ACTIVITY

- (1) In addition to the liability of general construction or erection companies, the liability of the companies with the following activity is also covered: deep drilling, stonemasonry, blasting, lending of construction or erection scaffolding, lending of construction machinery, stucco artwork, plasterwork, manufacture of concrete products, manufacture of artificial stone, sand or gravel extraction, quarrying, woodwork, building wells etc.
- (2) According to the provisions of this Article the liability arising directly from the activity of construction or erection is covered only under the conditions that the contractual value of the works does not exceed EUR 100,000 excluding VAT. The Insurance Company reserves itself the right to inspect the bookkeeping records of an Insured.
- (3) If the contractual value of the works exceeds EUR 100,000 EUR excluding VAT, the Insured's liability arising directly from the activity of construction or erection is covered only under the condition that the Insured has concluded for the same works the construction or erection insurance with Zavarovalnica Triglav, d.d.
- (4) The liability for damage arising from the design work done by an Insured himself is included in the insurance, but the liability for damage to the structure for which a project is made is not covered.
- (5) The Insurance Company covers the damage to underground facilities (water pipelines, gas pipelines, heat pipelines, oil pipelines, cable ducts, telecommunication lines, cables, foundations etc.) only and to the extent that justified claims for damages exceed the amount of EUR 315 unless damage is excluded from the insurance according to item 5), Article 2 of these Conditions.
- (6) The insurance also includes the liability for blasting, but the Insurance Company shall not cover the damage to property:
  - 1) If the nature of the work involves damage to property despite compliance with safety regulations;
  - 2) If the property is less than 75 m from the point of blasting unless otherwise agreed. The Insurance Company covers all blasting performed for one construction or project up to the amount of the Limit of Liability stated in a policy.

- (7) Unless otherwise agreed, the Insurance Company covers the damage to an existing structure. For the needs of this Article, the term "existing structure" includes:
  - 1) Complete structure (a building or civil engineering works) including all installations and devices that are functional parts of this structure;
  - 2) Parts of the structure implemented by other contractors;
  - 3) All movable property that is on or in an existing structure including objects of other persons that are treated, processed, tested, repaired, maintained. In case of damage to an existing structure, the deductible amounts to 10% of the indemnity, minimum EUR 250.00.
- (8) Unless otherwise agreed, the Insurance Company covers the damage suffered by the workers of an Insured (employers liability).
- (9) The liability for damage stated in paragraphs (7) and (8) of this Article can be excluded only if an Insured has arranged the insurance with Zavarovalnica Triglav d.d. for these risks in the frame of any other insurance (e.g. construction or erection insurance), or if according to the law, he is not obliged to conclude compulsory insurance.
- (10) The insurance does not include the liability for damage:
  - 1) to a structure or goods that are to be made by an Insured;
  - 2) due to the claims for damages referring to the neighbouring construction facilities because appropriate protection was omitted (reinforcement, support, leaning etc.);
  - 3) occurring so that an Insured or the person entrusted with supervision causes an event with a conscious violation of technical regulations or regulations of a technical authority on site;
  - 4) which occurred after the expiry or 72 hours from the handover of implementation works or a structure to an investor;
  - 5) due to the design liability.

#### Article 7 - FARMING AND FORESTRY

- (1) The insurance also includes the liability:
  - 1) due to the possession or use of animals for the purposes of one's own farming or business;
  - 2) due to felling in one's own forest. For the felling in another one's forest, the insurance is limited to felling for one's own needs;
  - 3) of an Insured to the extent of Article 14 (as a private person);
  - 4) due to blasting, for which the provision of paragraph (6), Article 6 of these Conditions apply;
  - 5) of an Insured as an investor or performer of works on the paths for own traffic under the condition that the pro-forma invoice costs do not exceed the amount of EUR 8,350;
  - 6) for damage caused by the persons that occasionally assist an Insured to perform the works such as mowing, harvesting grapes or other crops;
  - 7) for damage suffered by the persons that occasionally assist an Insured to perform the works such as mowing, harvesting grapes or other crops.
- (2) If specifically agreed in an insurance contract, the insurance also includes the liability for the tourist activity on a farm with a registered additional activity or on a farm as a business entity.

#### Article 8 - HOUSE AND LAND POSSESSION

- (1) The insurance also includes the liability due to the sources of risks according to paragraph (4), Article 1 of these Conditions.
- (2) If a building has co-owners or unit owners and if the claims are made for the damage due to the use of the common parts of a house that affects a co-owner or a unit owner or relatives living with him in the same household against other co-owners or unit owners, the following shall apply: the Insurance Company covers the damage - to the co-owner or a unit owner whose share in the total gross floor area of a building does not exceed 30 % - only in proportion to the amount of the building shares of other co-owners or unit owners unless agreed otherwise. The Insurance Company does not compensate the damage to a co-owner or a unit owner whose share in the total gross floor area of a building exceeds 30 %.

#### Article 9 - ANIMAL POSSESSION, REARING AND TRADE

The insurance also includes the liability of each guardian - keeper or other person that that is responsible for the livestock to which the insurance refers.

#### Article 10 - HOTELS, BOARDING HOUSES, RESTAURANTS, VACATION HOMES AND SUCHLIKE

- (1) The Insurance Company also covers the damage:
  - 1) due to the auxiliary facilities belonging to a company, such as laundries, bakeries, butcheries and suchlike and are used only for the company's own needs;
  - 2) due to the possession of the objects for the sports and entertainment of guests.

- (2) The Insurance Company covers the loss due to the disappearance or theft of the property located in rented rooms and belonging to overnight guests or their family members, except vehicles of any kind, their component parts and the property in vehicles. For the loss due to the disappearance or theft of money, valuables, watches, technical objects (such as cameras, video cameras, mobile phones, tablet or laptop computers or television sets, external batteries or external disks, tools or suchlike), securities or any documents belonging to overnight guests or their family members, the Insurance Company provides coverage only if these items are handed over to Insureds for storage and they keep them in locked safes. The Insurance Company does not provide coverage if an Insured does not want to accept the items in storage.
- (3) The Insurance Company shall not cover the loss due to the disappearance or theft of the property belonging to guests that are taken from the common facilities of hotels, boarding houses, restaurants, vacation homes or suchlike, except if handed over for storage.
- (4) An Insured must immediately report the loss or disappearance of property to the adequate internal affairs authority (police).

### Article 11 - BATHING FACILITIES

The Insurance Company also covers the loss:

- 1) due to the damage, disappearance or theft of the property left in changing cubicles or lockers of a bathing facility. For the loss due to the disappearance or theft of money, valuables, watches, technical objects (such as cameras, video cameras, mobile phones, tablet or laptop computers or television sets, external batteries or external disks, tools or suchlike), securities or any documents, the Insurance Company provides coverage only if these items are handed over to Insureds for storage and they keep them in locked safes. The Insurance Company does not provide coverage if an Insured does not want to accept the items in storage. An Insured must immediately report the loss or disappearance of property to the adequate internal affairs authority (police).
- 2) due to the possession of the objects for the sports and entertainment of guests.

### Article 12 - HOSPITALS, HEALTH CENTERS, SANATORIUMS, CLINICS AND SUCHLIKE

- (1) The Insurance Company also covers the loss due to the damage, disappearance or theft of the property belonging to patients, their companions or visitors. For the loss due to the disappearance or theft of money, valuables, watches, technical objects (such as cameras, video cameras, mobile phones, tablet or laptop computers or television sets, external batteries or external disks, tools or suchlike), securities or any documents, the Insurance Company provides coverage only if these items are handed over to Insureds for storage and they keep them in locked safes. The Insurance Company does not provide coverage if an Insured does not want to accept the items in storage. An Insured must immediately report the loss or disappearance of property to the adequate internal affairs authority (police).
- (2) The insurance does not include the claims for damages of the persons that are during the work for an Insured or due to the nature of their work or due to scientific research exposed to the effects of devices or special medical procedures.

### Article 13 - ASSOCIATIONS

- (1) The Insurance Company also covers the damage:
- 1) due to the possession or lease of the buildings, land, premises or devices intended exclusively for the needs of an association, such as for example training facilities, sports fields, shooting ranges or suchlike;
  - 2) caused at usual events, determined by statute, for example: general meeting of members, association ceremonies or suchlike, but the damage caused at parties organized by firefighters is not covered;
  - 3) arising from the official activity of the persons authorized to represent an association;
  - 4) due to the possession or use of a bicycle.
- (2) The Insurance Company also covers the personal liability of association members due to their activity at association events. But the personal liability for an activity that is not in the interest of an association is not covered.
- (3) For fire departments, the Insurance Company covers the damage that occurs during drills, rescuing or assistance, but the damage to the property for the protection and rescuing of which a fire department is called is not covered.
- (4) For hunting organizations, the Insurance Company shall not cover the damage caused by wild game, except in case of item 5), paragraph (5) of this Article.

- (5) If it is specifically agreed in an insurance contract, the insurance also includes the liability due to:
- 1) Events that exceed the frame of the usual events of an association (e.g. exhibitions, ceremonies on the state level or suchlike);
  - 2) Possession of animals;
  - 3) Possession of buildings or land not intended for direct activity of an association;
  - 4) Possession or holding of all kinds of companies (e.g. own restaurants, bathing facilities or suchlike);
  - 5) Damage that wild game causes in traffic.
- (6) Association members are also considered to be third parties stated in paragraph (1) of Article 1.

### Article 14 - LIABILITY OF A PRIVATE PERSON

- (1) The insurance covers the liability of an Insured:
- 1) for the risks of everyday life, so neither the risks of a profession, profitable activity, operation nor especially dangerous tasks;
  - 2) as a head of a family, employer of household workers or apartment holder;
  - 3) as a holder or user of a bicycle without an engine;
  - 4) as a sportsman unless in relation to airplanes, motor vehicles, motor powered watercraft, combat sports or hunting;
  - 5) as a holder of a weapon for defensive or competitive purposes;
  - 6) as a landlord that provides the accommodation of guests only occasionally, in total not more than five months in a calendar year with not more than 15 beds.
- (2) The insurance also includes:
- 1) to the same extent as determined in the previous paragraph, the Insured's spouse or his children if these persons live with him in the same household;
  - 2) household workers (e.g. a housekeeper) - to the extent of the liability for the performance of the housework they are authorized to do.

### Article 15 - SCHOOLS, EDUCATIONAL INSTITUTIONS AND SUCHLIKE

The insurance also includes the liability:

- 1) of management members, teachers, employees or workers due to the performance of their jobs;
- 2) for the lockers of students, except for money, valuables, watches, technical objects (such as cameras, video cameras, mobile phones, tablet or laptop computers or television sets, external batteries or external disks, tools or suchlike), securities or any documents. An Insured must immediately report the loss or disappearance of property to the adequate internal affairs authority (police).
- 3) due to trips, excursions, school events or suchlike.

### Article 16 - SPORTS EVENTS

The insurance also covers the liability of race organizers for an accident at horse, bicycle, motorcycle or car races, as well as during practices for these races (training) during a race itself or practice, but only on the track determined by an organizer that an official authority closes for public traffic.

### Article 17 - ENTERTAINMENT DEVICES

The insurance also includes the liability for damage during the fitting or unfitting of entertainment devices.

### Article 18 - CLOAKROOMS

- (1) The Insurance Company also covers the loss due to the damage, disappearance or theft of the property handed over for storage in a cloakroom, for which an appropriate certificate is issued. The Insurance Company does not provide coverage if an Insured does not want to accept the property in storage.
- (2) The insurance does not include the liability for money, valuables, watches, technical objects (such as cameras, video cameras, mobile phones, tablet or laptop computers or television sets, external batteries or external disks, tools or suchlike), securities or any documents.
- (3) An Insured must provide constant protection of a cloakroom otherwise the coverage of the Insurance Company terminates. An Insured must immediately report the loss or disappearance of property to the adequate internal affairs authority (police).

## C. GENERAL PART

### Article 19 - TERRITORIAL SCOPE

Unless otherwise agreed, the insurance covers only the accidents that occur on the territory of the Republic of Slovenia.

### Article 20 - PAYMENT OF PREMIUM

- (1) If the ratio between settled claims and the paid Insurance Premium (claims result) for an Insured in the previous three policy years exceeds 100 %, the Insurance Premium for the following policy period is increased (malus) in the percentage equalling 75 % of the difference between the achieved ratio and 100 %, but an increase cannot exceed 300%. The ratio between the settled claims and the paid Insurance Premium according to the previous paragraph is determined by a previous revalorization of the settled claims and the paid Insurance Premium based on the price movements of commodities in the Republic of Slovenia in the periods from the 1<sup>st</sup> of October of each previous year to the 1<sup>st</sup> of October of the last observed year. Regardless of the provisions of the first sentence of this paragraphs, for the Insureds that have not been insured for three years or more, the one-year or two-year claims result is considered for the calculation of the ratio between the settled claims and the paid premium.
- (2) The Insurance Premium is calculated as an advance premium at the beginning of a policy period. After the expiry of this period, in case of an alteration in the number of employees, an adjustment to the Insurance Premium is made. In case of an increase in the number of employees, an adjustment is made only if their number at the end of a policy period exceeds by more than ten percent the number of employees at the beginning of this period. In case of a decrease in the number of employees, an adjustment is made only if their number at the end of a policy period exceeds by more than ten percent the number of employees at the beginning of this period, but an adjustment is not made for the number of employees that is by more than twenty percent lower than their number at the beginning of this period.

### Article 21 - SPECIFIC DUTIES OF AN INSURED PERSON AND POLICYHOLDER AFTER AN INSURED EVENT

- (1) If proceedings are introduced on the grounds of a suspicion of committing a criminal offence or an indictment is presented or a decision is issued in an administrative procedure against an Insured or the person for whom he is responsible, the Insured must immediately notify the Insurance Company although he has already reported the occurrence of a loss in accordance with the Joint Provisions.
- (2) If third parties present a claim for damages against an Insured or a legal action for damages has been taken against him, the Insured must immediately notify the Insurance Company in writing and submit the originals of all the documents that contain these claims.
- (3) An Insured must entrust the Insurance Company with the management of a litigation and give a power of attorney to the person determined by the Insurance Company.
- (4) An Insured must leave the handling of a claim for damages to the Insurance Company, due to which he is not entitled to reject a claim for damages and particularly he must not acknowledge it.
- (5) If an Insured prevents the Insurance Company to settle a claim for damages, the Insurance Company is not liable to pay the surplus of the Compensation, interest and costs incurred due to this.

### Article 22 - OBLIGATIONS OF THE INSURANCE COMPANY

- (1) The Insurance Company must examine claims for damages with regard to liability and amount and accept justified claims and provide defence of a Policyholder against unjustified or excessive claims for damages.
- (2) The Insurance Company covers the legal costs of an Insured and the loss due to the legal costs awarded to a claimant only if, according to paragraph (3), Article 21 of these Conditions, the litigation is managed from the very beginning by the Insurance Company or by the person determined by the Insurance Company.
- (3) The Insurance Company covers the costs of the defence of an Insured in criminal proceedings only in case that the Insurance Company expressly consents to a defence counsel and commits to pay these costs.
- (4) The Insurance Company bears - if other conditions are fulfilled - only the part of the legal costs corresponding to the proportion between a Limit of Liability and the awarded amount of a Compensation to a claimant. If this cannot be established, the Insurance Company participates with regard to these legal costs in the proportion between a Limit of Liability and the amount of claims.

- (5) To establish the capitalized value of the annuities that must be paid to a claimant and thus the extent of the participation of the Insurance Company for the payment of annuities, the mortality tables for annuity insurance of Zavarovalnica Triglav, d.d. In connection with the payment of annuities, the Insurance Company has the right to deposit a Limit of Liability or its remaining part as a savings deposit to the benefit of the Insured. Due to the payment of annuities, the Insurance Company also has the right to use a Limit of Liability or its part as a savings deposit until the Limit of Liability is exhausted.
- (6) A Limit of Liability represents the upper limit of the liability of the Insurance Company regardless of the number of claimants. Several claims at approximately the same time represent one incident if they arise from the same cause.
- (7) The Limit of Liability for the damage arising from the extensions according to Article 2 and the coverage according to Article 1 of these Conditions must not exceed the amount of the Limit of Liability determined for the coverage according to Article 1 of these Conditions. The above stated does not apply to the coverage for the compulsory environmental damage liability insurance referred to in item 13), paragraph (1), Article 2 of these Conditions.
- (8) The liability of the Insurance Company is reduced by a participation of an Insured (deductible) in the amount as specified in an Insurance Policy.

## D. CLAUSES FOR ADDITIONAL COVERS

These clauses apply only if specifically agreed and are applicable together with the General Conditions of General Liability Insurance. The provisions of the General Conditions are applicable only if not contained in these clauses and are not contrary to them.

### Article 23 - EMPLOYERS LIABILITY

- (1) The Insurance Company covers the damage due to bodily injuries, diseases or death of workers. The workers are considered all the persons that actually perform work for an Insured on any contractual basis (apprentices, students, performing work for a client etc.).
- (2) The Insurance Company shall not cover the damage due to the injuries of the persons that perform work for an Insured without appropriate labour regulations (undeclared work).

### Article 24 - LIABILITY OF THE PARTICIPANTS OF HORSE, BICYCLE, MOTORCYCLE OR CAR RACES

The Insurance Company covers the damage to persons and property caused to third parties by the participants of horse, bicycle, motorcycle or car races as well as the preparations for these races. The Insurance Company also covers the damage caused to roadway equipment, crops, meadows or facilities next to the route of a race. But this insurance shall not cover cross claims for damages of the participants of a race or drivers, damage to their vehicles and injuries to horses.

### Article 25 - LIABILITY FOR THE GOODS NOT OWNED BY AN INSURED PERSON

- (1) The Insurance Company covers the damage:
  - 1) to the property for which an Insured is responsible in any way (due to lease, storage);
  - 2) to the vehicles that an Insured has in storage;
  - 3) to the property that is subject to treatment, processing, testing, repair, maintenance;
  - 4) when the property of other persons is damaged during loading or unloading with lifts or devices for loading or unloading, except for the damage during loading with the devices that drop the cargo.
 It is specifically defined in an Insurance Policy for which of the stated extensions the coverage of the Insurance Company is provided.
- (2) In case of the insurance of damage to the vehicles that an Insured has in storage, the Insurance Company covers the loss due to damaging or theft of the complete vehicle or disappearance or replacement of the vehicles in storage.
 

If agreed, the Insurance Company also covers the damage due to the theft of individual parts of the vehicle attached to or locked in it. The Insurance Company covers the damage to the vehicles under the condition that the vehicles are under constant physical or technical supervision. An Insured must immediately report the disappearance or theft of the complete vehicle or its parts to the adequate internal affairs authority (police).
- (3) In case of the insurance of damage when the property of other persons is damaged during loading or unloading, the insurance also covers the damage to the wetting of other persons' goods due to sudden heavy rain

during loading, unloading or transloading. The Insurance Company shall not cover the damage if:

- 1) Goods are not appropriately packaged according to the valid regulations;
  - 2) Loading, unloading or transloading begins during rain.
- (4) The Insurance Company shall not cover the damage:
- 1) to the goods of other persons if the damage is a consequence of the storage or handling contrary to the valid regulations of the storage or handling of goods;
  - 2) due to the damaging or disappearance of the property that an Insured uses for his own needs (for example rented machines or premises with equipment);
  - 3) due to the damaging or disappearance of the property during the time of transport;
  - 4) to the property handed over for restoration;
  - 5) to computer software or data together with carriers;
  - 6) occurring due to a loss in weight, ullage or other effects arising from the characteristics of the goods or deficient packaging of goods;
  - 7) to the objects made of precious metals, jewellery, real pearls, precious stones or real fur, or objects of art, cash, securities of all kinds, live animals, explosives, drugs, isotopes;
  - 8) in the form of a pecuniary penalty of any kind, confiscation, or the claims that exceed the actual damage to the goods of other persons;
  - 9) due to the loss of goods for unidentified reasons (for example inventory shortage);
  - 10) due to the delayed or unpunctual dispatch of stored goods;
  - 11) any indirect damage, for example due to business interruption;
  - 12) arising from product or service quality warranty or guarantee obligation of an Insured;
  - 13) to the motor vehicles of clients that were taken over for sale (including the contents and component parts);
  - 14) due to the damaging or disappearance of cargo or contents from a motor vehicle or trailer;
  - 15) occurring during or due to the driving with the vehicle during the time from the acceptance of a vehicle to its handover.
- (5) The coverage of the Insurance Company in the course of a policy year is limited to a double amount of the agreed Limit of Liability (annual aggregate) unless agreed otherwise in an Insurance Policy.

#### **Article 26 - LIABILITY FOR THE DAMAGE THAT A SMALL SELF-PROPELLED MACHINE CAUSES WHEN MOVING**

- (1) The Insurance Company covers the damage caused by a small self-propelled machine while driving. A small self-propelled machine according to this clause is a machine with the weight up to 1,000 kg, which an operator operates so that he either walks besides it or it is remotely controlled, it has neither a seat nor a place to stand for an operator or passenger and it is intended for the performance of the activity of an Insured (for example a machine for the transport of cargo, for cleaning, for mowing, for road maintenance).
- (2) The insurance according to these Conditions applies only if the motor liability insurance has not been concluded for a self-propelled machine.

#### **Article 27 - LIABILITY FOR PURE FINANCIAL LOSS**

- (1) The Insurance Company covers pure financial loss, i.e. the loss that is a consequence of omission, violation or committed fault and it affects neither persons nor property and is not a consequence of damage to persons or property. If a registered activity of an Insured belongs to the field of pure financial losses, his liability is insured separately.
- (2) The insurance includes the liability for the faults committed during the period of cover of the Insurance Company. If the fault is an omission, it is considered in doubt that it was committed at noon of the same day on which an act should be performed at the latest to prevent a loss.
- (3) The Insurance Company shall not cover the loss:
  - 1) Claimed at a foreign court or the loss due to the violations of foreign regulations or the loss due to activities abroad;
  - 2) Due to exceeding a pro-forma invoice or a credit;
  - 3) Due to a violation of delivery terms;
  - 4) Due to mediation or recommendations in financial, land or other economic transactions regardless of whether it is performed for payment or free of charge;
  - 5) Incurred due to cashbox deficits, erroneous payments or embezzlements;
  - 6) Incurred due to a conscious violation of regulations or instructions or conditions of an authorizer (beneficiary) or due to any other breach of obligation;
  - 7) Incurred so that an Insured or the person he is responsible for overlooks an error on an invoice or pro-forma invoice or in measurements in plans;

- 8) In the field of the intellectual property law and labour law;
  - 9) Due to a fraud or other criminal acts;
  - 10) Due to a penalty (fine) that a client or Insured must pay;
  - 11) Incurred in addition to reasonably foreseeable losses in the frame of a performed service (indirect losses);
  - 12) Resulting from a non-fulfilment of a contract obligation of a client, giving in payment, withdrawal from a contact, abatement of purchase money or a loss instead of fulfilment;
  - 13) Due to illiquidity or insolvency of an Insured;
  - 14) Due to mental anguish, fear or blemished reputation of a legal person.
- (4) Unless otherwise agreed, the coverage of the Insurance Company is limited to 25 % of the Limit of Liability agreed for the damaging of property or 6% of the agreed single Limit of Liability.
- (5) The coverage of the Insurance Company in the course of a policy year is limited to a double amount of the agreed Limit of Liability (annual aggregate) unless agreed otherwise in an Insurance Policy.

#### **Article 28 - LIABILITY FOR DAMAGE DUE TO THE PROCEDURES PERFORMED ON PERSONS OR ANIMALS**

- (1) The Insurance Company covers the damage to health and injuries of persons due to interventions or procedures that these persons have such as body care, cosmetics.
- (2) The Insurance Company covers the damage to health and injuries to animals due to treatment, medical or other interventions or procedures that these animals have such as castration, fertilization, shoeing, training.
- (3) According to paragraph (1) of this Article, the Insurance Company shall not cover the damage:
  - 1) Due to the interventions of esthetic surgery (such as for example the injection of substances, removal of skin marks or deformities, application of laser devices);
  - 2) That occurs during the performance of medical services;
  - 3) Resulting from the non-fulfillment of the subjective expectations of a third party.
- (4) For all the loss events in one year, the Insurance Company pays the total Compensations that amount to the maximum of one Limit of Liability for the persons insured in accordance with paragraph (1) of this Article or to the maximum of one Limit of Liability for the property insured in accordance with paragraph (2) of this Article. If the insurance is concluded with a single Limit of Liability, the Insurance Company pays for all loss events in one year the total Compensations that amount to the maximum of one single Limit of Liability.

#### **Article 29 - LIABILITY FOR THE DAMAGE DUE TO SUDDEN ENVIRONMENTAL POLLUTION (ECOLOGICAL DAMAGE)**

- (1) In accordance with the valid legislation of environmental protection, the Insurance Company covers the damage due to an environmental accident if damage arises from a sudden, unexpected and surprising event from the sphere of an Insured.
- (2) The Insurance Company covers the damage that results in a bodily injury, disease or death of persons as well as the direct damage to property. The Insurance Company also covers the damage due to the costs of testing, monitoring, removing, content verifying, contaminants nullifying or cleaning.
- (3) The Insurance Company shall not cover the damage:
  - 1) Due to gradual pollution;
  - 2) Due to a fine, pecuniary penalty or punitive damages;
  - 3) Pure financial loss (the loss that affects neither persons nor property and is not a consequence of damage to persons or property.
  - 4) In the sense of biotic diversity decline;
  - 5) Arising from the provisions of the liability of an Insured in accordance with the European Directive 2004/35/ES on environmental liability or in accordance with the provisions of its national implementation;
  - 6) Resulting from the environmental influences that are inevitable in the frame of normal and allowed performance of an Insured's activity or that are indispensable for the performance of this activity and that an Insured expects or accepts;
  - 7) Due to the costs of testing, monitoring, removing, content verifying, contaminants nullifying or cleaning in/under the area of an Insured's location;
  - 8) Due to the operation of sewage plants, other purification plants or other plants for waste management and arising from the activity of waste disposal sites of any kind;
  - 9) Due to the storage of hazardous waste;
  - 10) If an Insured, in case of a direct risk of the occurrence of ecological damage, omits the preventive measures determined in the legislation to prevent damage or reduce it to a minimum.

- (4) It is considered that an insured event occurs at the moment of the first verifiable discovery of a bodily injury or damage to the property of a third party or Policyholder. In each case, for the occurrence of an insured event, the condition must be met that damage occurs as a consequence of a sudden, accidental, identifiable, unintentional and unexpected event resulting in the pollution that occurs during the insurance period due to the performance of an activity of an Insured or other authorized person that acts on behalf of or for the account of an Insured in the territorial scope of cover.
- (5) For the purpose of this insurance, pollution means an emission, leakage, discharge, dispersion or other release of contaminants from an Insured's location. Contaminants represent emissions in a solid, liquid or gaseous state of aggregation and thermal or other sensitizing agents, such as for example smoke, steam, soot, gasses, acids, chemicals or waste. The term waste also includes the material intended for removal, recycling, processing or recovery.
- (6) The coverage of the Insurance Company in the course of a policy year is limited to a double amount of the agreed Limit of Liability (annual aggregate).

### **Article 30 - COMPULSORY ENVIRONMENTAL DAMAGE LIABILITY INSURANCE**

- (1) The insurance covers the costs specified in paragraph (2) of this Article resulting from environmental damage the payment of which is required from the Insured by means of public-law claims of the Republic of Slovenia and which the Insured is obliged to pay in accordance with the legal or other regulations governing preventive or remedial measures in the event of environmental damage, but only if:
- The environmental damage originates or arises from a specific, accidental, sudden, unexpected, unintended, and surprising event;
  - The event resulting in environmental damage occurred after the date of conclusion of an Insurance Policy;
  - The event resulting in environmental damage originates from the performance of the Insured's activities or from additional sources of risk necessary for the performance of the Insured's activities.
  - The event resulting in environmental damage originates from the defective or insufficiently safe products that an Insured manufactured or placed on the market.

- (2) The insurance covers the following costs of:
- Analysing and monitoring the emission of pollutants into the environment,
  - Cleaning the polluted part of the environment,
  - Legal disposal of the waste produced.
- (3) The insurance does not cover the claims for damage and the related costs for:
- Testing, monitoring, removing, content verifying, pollutants nullifying or cleaning in/under the area of an Insured's location up to the limit of private ownership of the land under the Insured's location;
  - Fines, penalties, punitive or comparable damages that directly or indirectly arise from pollution;
  - Gradual pollution,
  - Costs not stated in paragraph (2) of this Article;
  - Failure to meet the conditions to perform activities, performing activities without appropriate permits etc.;
  - Violation of an order to implement the most appropriate remedial measures.
- (4) For the purpose of this insurance, pollution means an emission, leakage, discharge, dispersion, or other release of pollutants from an Insured's location into or onto the soil, atmosphere, or watercourse in the Republic of Slovenia.
- (5) Pollutants represent emissions in a solid, liquid or gaseous state of aggregation and thermal or other sensitizing agents, such as for example smoke, steam, soot, gasses, acids, chemicals, electromagnetic waves, or waste. The term waste also includes the material intended for removal, recycling, processing or recovery.
- (6) It is considered that an insured event occurs at the moment of the first verifiable discovery of environmental damage.

### **Article 31 - DEVIATIONS COMPARED TO THE ORIGINAL WORDING**

These conditions are translation of original "Splošni pogoji za zavarovanje splošne odgovornosti PG-odg/23-7" wording. In case of any deviations, the original Slovene wording prevails.