

General insurance terms for general liability insurance

(Claims Made insurance principle)

Article 1 Opening provisions

1. PREMIUM Insurance Company Limited, an insurance company with its registered office at 68 George Borg Olivier Street, STJ 1081, St. Julian's, Malta, acting in the territory of Slovak Republic through its organizational unit PREMIUM Insurance Company Limited, a branch of an insurance company from other member state, with its registered office at Námestie Mateja Korvína 1, 811 07 Bratislava – district Staré Mesto (hereinafter as the “insurer”) undertakes to provide compensation for damage in form of the payment subject to the conditions stated in the policy, the inseparable part of which are also these General insurance terms for general liability insurance (hereinafter as the “PREMIUM VPPZ CM”), however, provided that the insured shall be liable pursuant to the valid legal regulations.

Article 2 Subject and scope of the insurance

1. The insured shall have the right that the insurer shall in lieu of the insured indemnify the injured party for the damage caused by the insured activity to property and/or health whereas:
 - (a) property damage means any physical harm to a tangible object including any subsequent property harm or lost profit arising out from the loss of ability to use the damaged object or from the loss of functionality of the damaged object,
 - (b) damage to health means any corporal harm to a person including any disease or killing and any property damage including lost profit resulting thereof; whereas as damage to health shall also be regarded any recourse claim of the Social Insurance Agency and/or health insurance companies related to the damage to health of any other persons than the employee of the insured.
2. The insurer is under the terms of the insurance contract and these PREMIUM VPPZ CM (the “Claims Made” insurance principle) obliged to provide insurance indemnity exclusively for damage caused as a result of a loss event:
 - (a) if the claim for damage was first asserted in writing against the insured during the insurance period;
 - (b) the insurance does not cover any damages incurred before the beginning of the insurance period or claims made after the end of the insurance period, unless expressly stated otherwise in the insurance contract.
3. The insurance shall under the terms of Article 2 (2) PREMIUM VPPZ CM also applies to claims for damages incurred as a result of defective work or product defect.
4. The insured shall also be entitled to be compensated for any reasonably incurred costs:
 - (a) that have been incurred to prevent the occurrence of damage covered by the insurance and/or to prevent the intensification of the damage that has already occurred and is covered by the insurance; not applicable to any costs incurred by the police, firefighting and emergency medical services unit or any other entity that are pursuant to legal regulations bound to intervene on behalf of the public interest. The amount of these costs shall be limited to a maximum amount of 20% of the sum insured for liability insurance unless otherwise stated in the policy whereas the insurance pursuant to this point shall not cover any costs incurred by the insured with the maintenance, repair, replacement or improvement of the equipment or facility in operation;
 - (b) of legal defence (max. up to the attorney tariff remuneration) in connection with the legal claim raised vis-à-vis the insured due to the damage covered by the insurance and even in such case that the legal claim has been raised vis-à-vis the insured unlawfully, however, this all applies only if the acts of defence of the insured have been approved by the insurer in advance. In lieu of the reimbursement of

costs the insurer shall be entitled to appoint to the insured for a necessary time a legal representative that shall represent the insured in the damage proceedings at the expense of the insurer. The insurer reserves the right to investigate, scrutinize and in its own discretion amicably settle any claim. The legal defence costs shall not increase the sum insured and the insurer shall provide the compensation thereof along with the damages in the maximum amount of the sum insured or of the sublimit if the legal defence costs relate to the claims arising of the hazard limited in the policy by the payment sublimit.

5. Unless otherwise stated in the policy, the insurance shall cover any damage occurring in the territory of Slovak Republic, Czech Republic, Hungary, Poland or Austria.
6. The scope of damage compensation from the insurer's end shall be limited by the amount of the sum insured, payment limit and other sublimits agreed in the policy and in these PREMIUM VPPZ CM. The sublimit agreed in the policy or stated in these PREMIUM VPPZ CM shall not increase the sum insured.

Article 3 Exclusions

1. The insurance shall not cover any damage exceeding the sublimits indicated below that are provided by the insurer within the basic coverage, whereas the insured shall subject to an agreement with the insurer have the option to arrange for an extended coverage in policy; thus unless otherwise stated in the policy, the insurance shall not cover any damage:
 - (a) to real property that have been pursuant to a written agreement leased or given into use for operation of the Insured activity of the insured in an amount above EUR 20,000; whereas any damage having occurred to these real properties due to their wear and tear, undue mechanical load or use in violation with their designated purpose is absolutely excluded from the coverage;
 - (b) to put off belongings of the employees of the insured in an amount above EUR 2,500 per one thing and together for several things per one policy period in an amount above EUR 10,000 if the limitation of liability of the insured for damage to the put off belongings of the employees is not prejudiced under the generally binding legal regulations, in such case the insurer shall provide the payment only up to the amount determined by the generally binding legal regulation without regard to the fact if the employee has been with the insured in an employment relationship; whereas this coverage shall also apply to any damage caused by theft if committed by stealing of put off belongings of the employees of the insured by overcoming of a barrier or measures protecting the put off belongings of the employees of the insured against theft;
 - (c) to brought and put off belongings of visitors in an amount above EUR 2,500 per one thing and together for several things per one policy period in an amount above EUR 10,000 if the limitation of liability of the insured for damage to brought or put off belongings of visitors is not prejudiced under the generally binding legal regulations, in such case the insurer shall provide the payment only up to the amount determined by the generally binding legal regulation; whereas this coverage shall also apply to any damage caused by theft if committed by stealing of the put off belongings of the visitors of the insured by overcoming of a barrier or measures protecting the put off belongings of the visitors of the insured against theft;
 - (d) to jewellery and valuables as well as to objects of historic, cultural, artistic or antiquarian value (paintings, sculptures, stamp collections etc.) in an amount above EUR 330 per one object/collection and monetary damage in an amount above EUR 165.
2. The insurance shall not cover the hazards indicated below either, however, subject to an agreement with the insurer these may be additionally insured; yet, unless otherwise stated in the policy, the insurance shall not cover:

- (a) any recourse claims of the Social Insurance Agency and health insurance companies referring to occupational injuries of the employees of the insured,
 - (b) any damage having occurred due to damage to health of the employee or resulting from occupational diseases,
 - (c) liability of the insured for damage and destruction of movable objects that have been taken over by the insured for the purpose of manufacturing, repair, modification, sale, safekeeping, transport, storage or provision of expert assistance (*objects taken over*);
 - (d) liability of the insured for damage and destruction of movable objects that have been taken over by the insured for the purpose of performance of operations (*objects taken over and used*);
 - (e) any damage that does not directly result from material harm of an object or from damage to health (*net financial loss*);
 - (f) liability of the insured for any damage to objects as a result of sudden and unforeseen emission of pollutants (*accidental pollution*);
 - (g) any libel claims or other claims raised as a consequence of immaterial detriment,
 - (h) any damage caused as a consequence of damage or loss of functionality of elevated and underground conduits of any kind;
 - (i) any damage caused as a consequence of ownership and/or operation of mines and quarries or mining and tunnelling;
 - (j) any damage caused as a consequence of vibrations, performance of demolition or wrecking works or manipulation with explosives;
 - (k) any damage caused by stealing while performing guard duties,
 - (l) any damage caused by ownership, operation or maintenance of railways, trains, tram lines, cableways, surface lifts including any means of transportation and equipment operated thereon,
 - (m) any damage caused by ownership or operation of a waste dumping site including waste disposal and waste recycling;
 - (n) any damage caused by a product being part of a means of transport of any range and of any kind (road, air, sea, railroad, etc.) of mass or individual transport;
 - (o) any damage caused by a product the use of which is designated for the needs of health services (medicine), cosmetics, nursing or pharmaceuticals;
 - (p) any damage caused by grazing livestock or wild animals in the meadows, trees, garden, field and forest cultures.
3. Further, the insurance shall not cover any liability for damage caused:
- (a) as a result of a breach of an obligation for which the insured is liable and of which the insured was aware before the conclusion of the insurance contract;
 - (b) as a result of the proceedings of the insured on the basis of which, before the conclusion of the insurance contract, proceedings for compensation of damages or related proceedings in which the fault of the insured was proved were initiated or initiated against the insured;
 - (c) by the insured having undertaken an obligation pursuant to an agreement to provide damages beyond the damages stated by the generally binding legal regulations; this shall not apply to any damage the insured would have been held liable for pursuant to generally binding legal regulations even if the insured did not contractually undertake the liability for damage;
 - (d) intentionally or by wilful negligence of the insured or any other persons acting on the initiative of the insured;
 - (e) by breach of a legal obligation by the insured at the time prior to the entering into the policy;
 - (f) by failure to meet the obligation to avert any imminent damage or by failure to carry out actions to prevent the intensification of the extent of the occurred damage or damage being occurred;
 - (g) by any activity that is pursuant to law subject to damage liability insurance or any claims arising thereof are subject of any other mandatory, statutory or compulsory contractual insurance;
 - (h) resulting directly or indirectly from damage to health which resulted from an accident at work of an insured employee by default of meeting any statutory or contractual obligation or by failure to provide a service or product;
 - (i) by or resulting from any loss, damage, destruction, malfunction, deletion, distortion or modification of electronic data or software due to any reason whatsoever (including, however, not limited to computer viruses) or by impairment of utility, functionality or price resulting therefrom;
 - (j) by subsidence, landslide, erosion, controlled industrial blasting or as a consequence of undermining;
 - (k) by or resulting from the effects of magnetic or electromagnetic fields and the radiation thereof;
 - (l) by or resulting from the genetic changes of organisms and plants;
 - (m) by or resulting from infectious diseases of any kind except of any damages caused by *Listeria* and *Salmonellosis*;
 - (n) by or resulting from the effects of nuclear energy or nuclear radiation of any kind;
 - (o) by the effects of heat, leaking materials (gases, vapours, smoke etc.), noise or gradual seeping of humidity;
 - (p) by formaldehyde, asbestos, silicium, persistent organic materials, polychlorinated biphenyls, methyl tert-butyl ether, plumbum, mercury, man-made mineral fibre;
 - (q) by fungi, mould or similar organisms and any by-products or any infestation arising from them (e.g. mycotoxins, spores);
 - (r) by outage or fluctuation of public circuits of electricity, gas, water, heat and public electronic communication networks;
 - (s) by or resulting from the ownership, administration or operation of any motor vehicle by the insured or any person entrusted by the insured provided that for such motor vehicle an obligation to enter into a compulsory contractual motor vehicle third party liability insurance shall be applicable, whereas this exclusion shall not apply to any damage caused by operation of machines to the vehicle chassis if the damage occurs due to use of these machines;
 - (t) by or resulting from any connection with the ownership, possession or operation of an aircraft, boat or any other air and/or water means of transport;
 - (u) by long-term effects or impact of the operation or any other activity of the insured to the surroundings when the time of the accidental event that caused the occurrence of the damage may not be objectively determined or the time of the occurrence of damage may not be established;
 - (v) by provision of health care services, pharmaceutical services or by provision of services of aesthetic medicine or any other aesthetic services associated with intrusions into human organism or products associated with the provision of such services;
 - (w) by inspection, supervisory, advisory, investigatory, appraisal, consulting, project or legal and advisory services or activities;
 - (x) by services associated with the designing, concurrence, approval of any maps, schemes, reports, surveys, scopes, orders, designs, assignments, specifications or any other project documentation.
4. With regard to the defective product and/or defective work of the insured the insurance shall not cover any damage (unless otherwise agreed in the policy):
- (a) occurring to the very defective product and/or costs incurred with the defective work including any damage to the object or any part thereof the insured has directly worked the commissioned work on;
 - (b) occurred as a consequence of necessity to withdraw the defective product off the market or the costs required to procure the transport, storage and disposal of the defective product;
 - (c) caused by supply of product or doing a work that do not meet the expected aesthetic, quality or functional requirements;
 - (d) caused as a consequence of combination of the product of the insured with a product of the injured party or as a consequence of processing of the product of the insured with a product of the injured party, if as a consequence of the defective product no physical damage has been done to an object of a third party;
 - (e) caused by supply of a product the defect or insufficient parameters of which the insured has known of or should have known prior to its supply to the off-taker or its introduction to the market;
 - (f) caused by insufficient testing of the product (pursuant to the prescribed standards and/or usual practice of the given industry) prior to its supply to the off-taker or its introduction to the market;
 - (g) caused as a consequence of a defect of concrete or of similar materials as well as as a consequence of building (structural) prefabricates;
 - (h) caused by a product the origin or use of which relates to acquirement, modification, processing, manipulation, separation, storage, use or making use of materials partially or entirely originated from human body, including any organs, tissues, cells, transplants, excreta and secretions as well as any materials acquired or produced thereof;

- (i) caused by a product of the insured if such damage has been caused by inappropriateness of the product for the given purpose of use;
 - (j) caused directly or indirectly in connection with the effects of tobacco or tobacco products;
 - (k) caused by one or several of the following products of the insured: human pharmaceuticals, veterinary pharmaceuticals, blood and blood derivatives, vaccines, cosmetic products, animal fodder, agricultural sprayings, fertilizers, insecticides or pesticides;
 - (l) caused as a consequence of defective work done by inspection, scientific, research and development, analytical, logical, producer, intermediary, engineering activities or any other similar activity.
5. The insurance shall not cover any reimbursement of contractual, administrative and/or criminal penalties or fines of any kind including so called punitive damages or exemplary damages.
 6. The insurance shall not cover any claims for damages including reimbursement of fees of legal representation in connection with any right for damages granted by a recognized official public authority either territorially or functionally competent to Unites States of America (USA) or Canada.
 7. The insurance shall not cover any claims asserted pursuant to the Directive 2004/35/CE of the European Parliament and of the Council on environmental liability with regard to the prevention and remedying of environmental damage or pursuant to generally binding legal regulations governing environmental liability or remedy of environmental damage.
 8. The insurance shall not cover any damage the insured is liable for vis-à-vis his/her/its wife/husband, relatives in direct line, persons living with the insured in the same household, shareholders or their wives/husbands or relatives in direct line or persons living with the shareholder in the same household. Also, the insurance shall not cover any liability for damage of any business entity with an equity participation therein of the insured, his/her wife/husband, relative in direct line or a person living with the insured in the same household; whereas in case of damage the payment shall be pro rata reduced by the share of the equity participation in such entity of the aforementioned person.

Article 4 The inception, amendment and termination of the insurance

1. The insurance shall be agreed either for a definite or indefinite term, whereas unless otherwise stated in the policy, the insurance shall be agreed for indefinite term and the policy period shall be a period of one year. The insurance shall incept as of the first day following the entering into the policy, unless agreed by the parties that the insurance shall incept by mere entering into the policy or a later date of insurance inception has been determined.
2. The scope of the insurance agreed in the policy may be amended only by an agreement of the parties; however, this shall not apply if during the validity of the insurance the co-insured entity is terminated where upon the termination of the co-insured the damage liability insurance shall be terminated. The same rules as for the entering into the policy shall also apply for entering into an agreement on amendment to the policy. The entry into force of the amendment to the policy shall be indicated in the agreement on such amendment.
3. Unless agreed otherwise, with regard to the amendment to the policy the inception date and the end date of the policy period shall not be affected.
4. The insurance shall terminate:
 - (a) upon expiry of the agreed term indicated in the policy;
 - (b) by a written notice of one of the parties to the end of the policy period, whereas the notice shall be delivered to the other party at least six weeks prior to the end of the policy period;
 - (c) by a written notice of one of the parties within two months following the date of entering into the policy with a notice period of eight days;
 - (d) if the premium for the first policy period or the lump-sum premium have not been paid within three months following its due date, the insurance shall terminate upon expiry of this time limit;
 - (e) if the premium for the next policy period has not been paid within one month following the delivery of the payment notice of the insurer if the premium has not been paid prior to the delivery thereof. The payment notice of the insurer shall involve a notice that in case of failure to pay the premium the insurance shall be terminated, whereas the same

- shall apply also for cases where only the part of the premium has been paid;
 - (f) by a written notice of one of the parties within one month following the providing of the payment or the dismissal thereof whereas the notice period shall be of eight days and upon its expiry the insurance shall be terminated;
 - (g) upon cancelling the authorization for the business activity, upon termination of the insured;
 - (h) based on a written agreement of the parties.
5. In case of wilful breach of the obligation by the policyholder or the insured to “truthfully and completely answer all written questions of the insurer related to the arranging of the insurance” the insurer may withdraw from the policy if upon truthful and complete answers to the questions the insurer would have not entered into the policy. The insurer may exercise this right within three months from the day it becomes aware of this fact, otherwise the right shall be terminated.
 6. Should the insurer after the insured event become aware of the cause thereof being a fact that it could not discover due to wilful untrue or incomplete answers that were material for entering into the policy, the insurer shall be entitled to refuse to provide the payment; upon refusal of the payment the insurance shall be terminated.

Article 5 Insurance premium

1. Insurance premium is a contractually agreed price for the insurance cover provided by the insurer to the extent stipulated by the insurance policy. The amount of the insurance premium shall be determined by the insurer. The insurance premium shall be paid by the policyholder in the amount and due dates agreed in the insurance policy. The amount of insurance premium, the due date of the insurance premium and the amount of insurance premium instalment provided that the insurance premium is to be paid in instalments shall be included in the insurance policy.
2. The part of the insurance term for which the insurance premium shall be paid is called the insurance period. Unless otherwise indicated the insurance policy, an insurance:
 - (a) for an indefinite period the insurance period is one year (1 insurance year, i.e. 365 consecutive calendar days or 366 days for leap years, respectively.)
 - (b) for a definite period, for a period of less than one year the insurance period and insurance term are identical.
3. If, during the course of the insurance period there is a change in the facts pursuant to which the amount of the insurance premium has been established, the insurer shall be entitled to adjust the amount of the insurance premium even retrospectively as to the date of such change.
4. The insurer shall be entitled to an insurance premium for the time period defined by the commencement and termination of the insurance. If the insurance expires before the end of the insurance period for which the insurance premium has been paid, the insurer shall return the outstanding amount of the paid insurance premium. In cases where the insured event occurred and thus the cause of further insurance has been lapsed (e.g. theft, destruction of the insured asset), the insurer shall be entitled for the insurance premium until the end of the insurance period during the course of which the insured event occurred.
5. The insurance premium shall be deemed to have been paid in time if it is credited to the bank account of the insurer in the correct amount no later than on the day of its maturity with a correctly indicated variable symbol assigned by the insurer.
6. The payment of the insurance premium for the insurance period may be stipulated by the insurance policy in half-yearly or quarterly instalments. In case where the insurance premium under the insurance policy is to be paid in instalments it follows that any non-payment of the instalment of the insurance premium the amount of the insurance premium corresponding to the end of the insurance period shall become due in full amount on the day following the due date of instalment of the insurance premium provided the insurer exercises this right to the due date of the next insurance premium instalment.

Article 6 The payment

1. As a result of one and all damage having occurred during one policy period the insurer shall pay for the insured the damages, however, in maximum amount of the sum insured or limit or sublimit of the payment agreed in the policy.
2. The insured shall participate in the payment for each damage with a sum agreed in the policy as a deductible by which the insurer shall reduce the damages paid to the injured party.
3. If, after making the payment or any part thereof, it should be discovered that the injured party had no claim whatsoever or the insured and/or the co-insured persons failed to meet the requirements/conditions for the payment, the injured party or the insured and/or the co-insured persons shall return the insurer the received payment and the insured shall reimburse the insurer for any costs associated with making the payment.
4. Should the insured cause the increase of costs of the insurer because the substantial facts need to be established again or because of a late notification on the insured event it shall cause that the damages cannot be paid by the insurer in time the insurer shall be entitled to pursue recourse in amount of costs incurred therewith.
5. If due to a late notification on the damaging event the cause of occurrence of the damage or its extent may not be objectively established by the insurer, then the insurer shall be entitled to refuse to make the payment or reduce the amount thereof by the part of the damage that could not be documented.

Article 7 Rights and duties of the parties

1. In addition to the duties stated by the generally binding legal regulations the insured and/or the policyholder shall:
 - (a) truly and completely answer to all written questions of the insurer including any e-mail communications and surveys with regard to the insurance being arranged,
 - (b) without undue delay notify the insurer on any change in facts having been the supporting documents (surveys, written and e-mail communication including any annexes) when entering into the policy and on any change in facts the insured presented to the insurer while arranging the insurance if these could affect the risk resulting from the insured activity,
 - (c) allow the insurer anytime inspect any and all accounting and any other documents provided these are material for establishing or verifying the values being decisive for establishing the amount of premium,
 - (d) notify the insurer that it has entered into an another insurance of the same scope and notify on the business name, the amount of the premium and payment limit,
 - (e) pay the premium as agreed in the policy, whereas neither the insured nor the policyholder shall be entitled to set off the payment of the premium vis-à-vis any claim for the payment,
 - (f) proceed in accordance with the instructions of the insurer and act in a manner to avoid the occurrence of the damaging event and at the same time the insured must not breach any obligations under the policy and the generally binding legal regulations leading to the averting or mitigating the threat of occurrence of the damaging event and must not abide breaching of these obligations by third parties.
 - (g) immediately after entering into the policy acquaint with the contents of these PREMIUM VPPZ CM, contractual arrangements and policy;
 - (h) not without the consent of the insurer undertake any obligation or accept liability for any damage, if any, conclude any court settlement or voluntarily provide any compensation for any "damage", except of incurring any costs necessary to prevent the intensification or to mitigate the damage, if any, or costs necessary to prevent the occurrence of damage,
 - (i) allow the insurer to choose the legal representative and the administration of court proceedings in all cases where costs shall be borne by the insurer;
 - (j) without undue delay notify the insurer on any event the liability of the insured for damage is or might be associated with and that might in the future impose an obligation of the insurer to provide the payment.

2. In case of a damaging event that might give rise to right for the payment the insured shall:
 - (a) carry out any and all measures to mitigate the consequences of damage, if any, and to prevent the intensification of the extent of the damage;
 - (b) without undue delay notify the insurer on place, date, cause and extent of the event and supplement such notice within 5 days in writing, whereas the insured shall further provide the insurer with any documents required by the insurer and allow the insurer inspect the notified facts;
 - (c) without undue delay notify the police on any damaging event occurring under circumstances of very suspicion of committing a criminal offence and allow the insurer access to the investigation file of the police.
3. If there is a court or an out-of-court damages proceedings vis-à-vis the insured, the insured shall:
 - (a) without undue delay notify the insurer thereon,
 - (b) secure the right for damages from the occurred damage vis-à-vis the other person or any similar rights and assert a claim for damages from the occurred damage vis-à-vis the person liable for such damage, whereas should the insured breach the obligations to secure the insurer the option to exercise the right passed onto the insurer, the insurer shall be entitled to require the insured to provide compensation up to the amount of 50% of the paid payment or the insurer shall be entitled to reduce the payment by such amount.
4. In addition to the obligations given by the generally binding legal regulations, the insurer shall:
 - (a) notify the policyholder on the insurance terms concerning the insurance being arranged,
 - (b) if requested by the policyholder or by the insured, return the originals of documents provided these do not form the necessary component of the file to the insured event,
 - (c) on a scheduled date allow the policyholder or the insured inspect the file on its damaging event and upon a written request provide the policyholder with copies of documents of the file on the damaging event, whereas the costs incurred with the photocopies shall be borne by the policyholder,
 - (d) observe confidentiality of all circumstances it has become aware of when arranging the insurance, administration of the insurance and investigation of insured events. These information may be provided to third persons only with consent of the policyholder, whereas the consent of the policyholder and/or of the insured shall not be required if it is necessary for the delivery of postal matters, insurance administration, enforcement of the default premium or for the necessities of the investigation required to establish the extent of obligation of the insurer to provide the payment and amount thereof.
5. The policyholder and/or the insured shall pay the premium in the manner agreed in the policy. Unless otherwise agreed in the policy, the premium shall be payable as of the first day of the policy period. Should the policyholder and/or the insured be in arrears with the payment of the premium, the insurer shall be entitled:
 - (a) to demand default interest on the late payment of premium for each day of delay in accordance with generally binding regulations,
 - (b) to be reimburse any costs incurred with regard to the delivery of documents concerning the payment of the outstanding premium,
 - (c) to deduct from the amount of the payment the amount corresponding to the outstanding premium including any default interest.

Article 8 Interpretation of defined terms

1. *Europe* (for extension of the territorial coverage) means the territory of the following countries: Albania, Andorra, Belgium, Bulgaria, Bosnia and Herzegovina, Belarus, Switzerland, Cyprus, Czech Republic, Germany, Denmark, Spain, Estonia, France, Finland, Liechtenstein, United Kingdom of Great Britain and Northern Ireland, Greece, Hungary, Croatia, Italy, Israel, Iran, Ireland, Iceland, Luxemburg, Latvia, Lithuania, Malta, Monaco, Moldavia, Former Federal Republic of Macedonia, Norway, Netherlands, Portugal, Russia (the geographical part of Europe only), Sweden, Serbia, Montenegro, Vatican, Slovak Republic, Slovenia, Ukraine.
2. *Accidental pollution* is a sudden and unforeseen emission of pollutants as a result of which is the damage to health and/or the damage to an

object is caused or resulting from leakage, dispersal, release, seepage, evaporation or emission of pollutants into the ground, air, water flow, however, only provided that it is a sudden, identifiable, unforeseen and unintentional event having occurred at a specific time and in a particular place and at the same time provided that the claim for damages has been for the first time asserted vis-à-vis the insured in writing during the term of the insurance coverage. Any costs incurred with the removal, liquidation or cleaning of the aftermath of the accidental pollution are regarded as part of the damage. Any claims associated with the environmental damage pursuant to the Directive 2004/35/CE of the European Parliament and of the Council on environmental liability with regard to the prevention and remedying of environmental damage or pursuant to generally binding legal regulations governing environmental liability or remedy of environmental damage are not regarded as damage caused as a result of accidental pollution.

3. *Jewellery and valuables* are precious metals, precious stones, semi-precious stones, pearls and products made thereof as well as fashion jewellery, wrist watches and pocket watches having a retail price exceeding EUR 160.
4. *Listeria* for the purpose of the insurance means an infectious disease caused by gram-positive bacteria *Listeria monocytogenes*.
5. *Elevated and underground conduits* are pipelines (e.g. water, sewage, gas, oil duct) and power (transfer and distribution of electricity), communication (telegraph, telephone, internet transferring visual and/or audio signals), controlling and managing cables including any poles, masts, stands, other supporting structures and controlling and managing equipment and elements pertaining thereto.
6. *Claim* is an act of the injured party or a person authorized by the injured party against the insured person by means of which the insured person is notified that as a result of his actions, whether damage was caused as a result of his operation, or a breach of duty was found which may result in damage consequences. The date of the claim will be the date when the act of the injured party (mentioned in the previous sentence) came into the disposal of the insured or, if the injured party asserted the claim directly against the insurer, the date of receipt of notification of the claim by the insurer, whichever occurs first. If more than one claim is made as a result of a claim, the date of the first claim shall be deemed to be the date of the claim.
7. *Handover of work done* is its real performance and its takeover by the customer or any other person entrusted by the customer.
8. *Insured activity* is the activity performed by the insured based on a valid authorization granted under generally binding legal regulations and any other activities associated therewith. The insured activity shall be indicated in the policy. As activities associated with the insured activity are also regarded:
 - (a) exercise of ownership rights, administration and operation of real properties that serve to perform the insured activity indicated in the policy,
 - (b) operation of social and recreational facilities for the employees of the insured or for organization of corporate events,
 - (c) operation of static (firmly attached to the earth's surface by its foundations) advertising facilities owned by the insured (not in other kind of use) if a permit granted by the relevant public authorities has been granted for their placement and operation.
9. *Period of insurance* (term of the insurance coverage) is a time interval, period for which the policy is being concluded. The period of insurance usually consists of several policy periods.
10. *Policy period* is a period in consideration of which the premium is being paid. Unless otherwise stated in the policy, the policy period is one technical year commencing by the zero hour of the day indicated in the period of insurance as the insurance inception and ending by the last hour of the day preceding to the anniversary of the insurance inception.
11. *The insured* is a natural person entrepreneur or a legal entity indicated as the insured in the policy. Any persons acting on behalf of the insured based on a mandate or power of attorney and pursuant to the law being responsible for their actions independently from the insured shall not be regarded as the insured.
12. *Sum insured or the payment limit* is the upper limit of the payment of the insurer under conditions agreed in the policy.

13. *Injured party* is a natural person or a legal entity that has suffered damage by acting of the insured for which the insured shall be held liable pursuant to the generally binding legal regulations.
14. *Retroactive date* is the date specified in the insurance contract from which the insurance coverage is provided retrospectively for the period up to the date of commencement of the insurance specified in the insurance contract.
15. *The extended period for the possibility of notifying a claim* is an additional period following the end of the period of insurance during which the policyholder or the insured may identify and notify the insurer the occurrence of the claim or the circumstances that may give rise to the claim.
16. *Salmonellosis* for the purpose of the insurance means a disease caused by pathogenic salmonella with clinical symptoms corresponding to pathological and anatomical findings and positive findings and positive results of bacteriological examination on *Salmonella enteritidis* and *Salmonella typhimutium* germs.
17. *Sublimit* is the part of the sum insured agreed in the policy as the maximum amount of reimbursement that shall be paid by the insurer for a certain kind of damage to which the sublimit applies while the sublimit shall not increase the sum insured or the payment limit.
18. *Damaging event* is an event that occurs suddenly and unexpectedly during the term of the insurance coverage that is at the time of arranging of the insurance contemplated by the insurer and the insured that it may occur, however, not certain if and when it occurs and at the same time it is the event giving rise to the damage that may be the reason for giving rise of the right for providing the payment. In case the cause of the damaging event and the damage resulting thereof falls under the insurance coverage agreed in the policy the damaging event shall be qualified as the Insured event.
19. *Act of terrorism* means a set of anti-human methods of gross intimidation, use of force or various forms of violence.
20. *Lost profit* is an economic harm expressed in monetary terms meaning that due to a damage to the property values of the injured party these are not to be multiplied in the extent that would be expected in case of natural course of things.
21. *Product introduction / supply to market / product circulation* is the moment when the manufacturer has lost the ownership of the product. In assumption of an existing commercial contractual relationship the product must be introduced to the market for a consideration, e.g. sale, lease, given into leasing or given away based on a contract with a customer. As product introduction to circulation shall not be regarded the case when the product has been stolen from the manufacturer or has been lost.
22. *Wilful negligence* is such an act or failure to act if the insured knew that by acting in such a manner he could cause damage, however, without any good reasons he presumed that no such damage would be caused.
23. *Product* is any movable thing that has been produced, extracted or otherwise obtained without regard to its degree of manufacturing and that is designed for introduction to product circulation. A product is also any movable thing that is part or is an accessory to other movable or immovable thing. Electricity and gas, if designated for consumption, shall be considered as product as well.

Article 9 Handling complaints

1. A complaint can be filed in any operation of the insurer during opening hours personally or in writing to: Premium Insurance Company Limited, a subsidiary insurance company from another Member State, Námestie Mateja Korvína 1, 811 07 Bratislava – district Staré Mesto, Slovak Republic. The complaint can also be filed electronically at e - mail: staznosti@premium-ic.sk
More detailed information about the place, the method of submitting a complaint and the further procedure for its processing is available on the insurer's website www.premium-ic.sk
2. The complaint shall be handled promptly, no later than 30 days after its receipt. If this is not possible due to the circumstances of the case, the complainant will be informed of the reasons for extending the time limit for handling the complaint, stating the expected date for handling the complaint.

Article 10 Closing provisions

1. The insurance terms form an inseparable part of the policy and the parties may deviate from the provisions thereof in the policy. In case of a discrepancy between the provision of the insurance terms and provision of the policy, the provision of the policy shall prevail. Unless the provisions of the insurance terms differ in the same case with the provisions of the policy the provisions of both shall apply at the same time.
2. As regards the issues of effectiveness, interpretation and its exercise the policy the annex of which is formed by these PREMIUM VPPZ CM shall be governed by the law of Slovak Republic. For any disputes arising out of this policy the courts of Slovak Republic shall be exclusively competent. The same shall apply also to any damage occurring abroad.
3. The provisions of these PREMIUM VPPZ CM regarding the insured shall apply also to the policyholder (if the is a person other than the insured) and / or another authorized person.
4. Any documents addressed to the insurer, policyholder and the insured shall be delivered to the last known address of registered office or correspondence address of the policyholder and the insured if other than the address of the registered office and the insured has been notified thereon. The policyholder as well as the insured shall without undue delay notify the insurer on any change of their address.
5. The insurer shall deliver documents to the last known address of the policyholder or of the insured. Any documents of the insurer addressed to the policyholder or to the insured (hereinafter as the "addressee") shall be deemed to have been delivered as of the day of delivery to the addressee. If the document has been deposited at the post office because the addressee could not be reached and the document has never been collected by the addressee during the given storage time the document shall be deemed to have been delivered as of the day of its deposition at the post office even if the addressee has never become aware of the deposition thereon. The same shall apply also in case if the document has been returned to the insurer as undelivered for change of address that the policyholder or the insured failed to notify. Should the addressee refuse to receive the document then the document shall be deemed to have been delivered as of the day of such refusal.
6. Any change of the registered office, change of business name or change of any other data may be notified via telephone or electronic mail (e-mail) if allowed by the form thereof. The insurer, however, shall be entitled to request the completion of these notifications in writing.
7. Any notification on damaging event may be filed also via telephone on telephone number of the insurer or electronic mail to the e-mail address of the insurer set up for this purpose. This, however, shall not relieve the insured of its obligation to file the notification on damaging event also in writing on the prescribed form of the insurer.
8. These PREMIUM VPPZ CM shall enter into force as of 1st September 2020.