

**Non-binding translation**

**General Terms and Conditions of Household Insurance  
(ABH 2020 / Level 2)**

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**Article 1**

**Recitals**

1. The policy holder may contract one of the following levels of insurance protection:
  - 1.1. standard,
  - 1.2. superior or
  - 1.3. exclusive protection.
2. The contracted level of insurance protection is stated in the offer and in the policy.
3. All the levels of insurance protection comprise the personal liability insurance of the insured person.
4. Besides by these General Terms and Conditions of Household Insurance (hereinafter: the General Terms and Conditions), the

insurance contract is also governed by the General Terms and Conditions of Property Insurance.

5. The symbols and terms in the tables have the following meanings:

✓	Insured within the household insurance amount.
✗	Not insured.
Amount in EUR	Insured up to the amount stated in the table (at first risk*).

**Amount in %**

Insured by an additional insurance amount in the percentage of the household insurance amount. The percentage is stated in the table.

\*the amount of the insurance at first risk represents the top limit of the insurer's liability per a harmful event

## A. HOUSEHOLD INSURANCE

### I. General Provisions

#### Article 2

##### Subject of insurance

1. The subject of the insurance are the objects that make the contents of the insured residential premises in a house or an apartment, specifically:
  - 1.1. the effects owned by the insured person and by the persons living with him in the same household, and
  - 1.2. the effects of other persons, except the effects of the tenants and guests to whom the accommodation was provided with a fee, providing that the insurance compensation cannot be realized on the basis of another insurance contract.
2. The contents of the residential premises include:
  - 2.1. all the objects intended for arrangement of the residential premises, personal use or consumption;
  - 2.2. cash, securities, wrist watches, jewelry, precious stones, precious metals, stamp and coin collections are insured only in the households in which persons stay at least for 270 days in a year (an inhabited household);
 

In the households in which persons stay for less than 270 days in a year (an occasionally inhabited household), those objects are insured only during the time that persons stay in those households.
  - 2.3. glass surfaces of the insured premises, including plastic glass too;
  - 2.4. antennas owned by the insured person (in the residential premises and in the open at the place of the insurance).
3. The subject of the insurance are not:
  - 3.1. construction parts and parts of the structure (e.g. doors, paints, wall-papers, floor, wall and ceiling linings, installed heating and air-conditioning cabinets, sanitary equipment and fixtures), unless it is contracted otherwise;
  - 3.2. glass ceilings and floors, greenhouses, overhangs and roofs from glass and plastic, glass roofing and pool domes, glass surfaces of common premises;
  - 3.3. vehicles, vessels and aircraft subject to registration in public transport, and trailers;
  - 3.4. equipment, stores of material and goods that serve for a craft or another business activity, and the goods that are traded.

#### Article 3

##### Scope of validity of insurance

1. The insurance is valid at the place of the insurance stated in the policy.
  - 1.1. In a residential building, the contents of the residential premises are insured:
    - 1.1.1. in the apartment of the insured person;
    - 1.1.2. in parts of cellars, storages, garages, etc. used exclusively by the insured person;

In these premises, the following objects are insured: furniture, tools, bicycles, wheelchairs and strollers, accessories for motor vehicles, accessories for travelling and sport, rubber boats, home textiles, victuals, stores of household supplies, cooling and washing devices and fuel.

- 1.1.3. in the common premises such as attics, stairways, corridors, etc.

In these premises, the following objects are insured: garden furniture, garden devices, wheelchairs, strollers, home textiles and bicycles. Bicycles must be attached to a fixed part of the structure by an adequate mechanical protection system that reduces the risk of lock-picking, i.e. demands the use of special tools and certain time for lock-picking.

- 1.2. In a family house, the contents of the residential premises are insured:

- 1.2.1. in all the premises intended for habitation;
- 1.2.2. outside the premises intended for habitation inside the structure and in auxiliary structures at the place of the insurance (attic, cellar, summer houses, storages, garages, etc.);

Unless it is contracted otherwise, in these premises, the following objects are insured: furniture, tools, bicycles, wheelchairs, strollers, accessories for motor vehicles, equipment for travelling and sport, rubber boats, home textiles, victuals, stores of household supplies, cooling and washing devices and fuel.

- 1.3. Outside on the land of the place of the insurance, the following objects are insured: garden furniture, garden devices, wheelchairs, strollers, home textiles and bicycles. Bicycles must be attached to a fixed part of the structure by an adequate mechanical protection system that reduces the risk of lock-picking, i.e. demands the use of special tools and certain time for lock-picking.

2. The insurance outside the place of the insurance

- 2.1. The objects that are part of the contents of the insured residential premises are insured outside the place of the insurance in the territory of Europe in the geographic sense and in non-European Mediterranean countries in the structure in which the insured person stays temporarily, for six months at the most.

- 2.2. The damages due to robbery are insured within this insurance in the territory of Europe in the geographic sense and in non-European Mediterranean countries also outside the structures in which the insured person stays.

- 2.3. The insurance compensation in cases from Item 2.1 and 2.2 is limited to 10% the insurance amount, i.e. to 10% of all the indemnity limits from these General Terms and Conditions.

- 2.4. In case of relocation within the Republic of Croatia, the insurance is valid in the old and new residential premises of the insured person, specifically, at the most for two months from the day of the beginning of relocation, providing that the insured person notifies the insurer about relocation in writing before of the beginning of relocation.

- 2.5. If the exclusive protection is contracted:

- 2.5.1. strollers and wheelchairs are insured from damages due to a common theft or burglary also outside the insured premises within the Republic of Croatia, with the insurance amount of EUR 1,500 at first risk;

- 2.5.2. the effects of the insured person's children that are part of the contents of the insured residential premises are insured also outside the place of the insurance in the territory of Europe in the geographic sense in the structure in which a child stays during schooling, to the insurance amount of EUR 5,000 and with the application of the indemnity limits according to these General Terms and Conditions.

- 2.6. The insurance outside the place of the insurance does not apply to:

- 2.6.1. other structures owned by the insured person and other persons living in the same household with him;

2.6.2. the damages due to a common theft, except in the case from item 2.5.1.

#### Article 4

##### Insured damages

1. In all the protection levels, the insurance covers the damages arisen:
  - 1.1. due to a direct impact of the insured risk;
  - 1.2. as an unavoidable consequence of the insured harmful event.

## II. Fire risks

#### Article 5

##### Fire risks

1. The insurance comprises the following coverages according to the contracted level of insurance protection:

Risk	Standard protection	Superior protection	Exclusive protection
Fire	✓	✓	✓
Direct lightning strike	✓	✓	✓
Indirect lightning strike	x	x	✓
Explosion	✓	✓	✓
Fall of aircraft	✓	✓	✓

#### Article 6

##### Fire

1. Fire is fire that occurred outside the firebox or fire that left the firebox and is capable to keep spreading on its own.
2. It is not considered that fire has onset if the subject of the insurance is destroyed or damaged:

- by action of fire which cannot spread on its own (smouldering, singing, burning through from a cigarette, lamp, etc.),

Exceptionally, in case of the exclusive protection, the damages from soot and smouldering are covered up to the amount of EUR 1,000.

- due to exposure to fire or heat for the purpose of processing or for other purposes (ironing, drying, baking, frying, throwing into the firebox, etc.),
- due to an electrical short circuit

even when the phenomena such as light, heat or those similar to an explosion occur during that.

If such damages lead to fire or explosion, then the damage that arises in that way is insured.

3. Damages on the objects that are exposed to open fire, heat or smoke according to their purpose are excluded (stoves, heating devices, etc.).

#### Article 7

##### Lightning strike

1. A direct lightning strike is a direct strike of a lightning (thunderbolt) in the subject of the insurance. The insurance against a lightning strike comprises the damages which are caused on the subject of the

insurance by a lightning by action of its own force or heat, as well as the damages from the impact of objects knocked down by a lightning.

2. An indirect lightning strike is the consequence of a lightning strike (thunderbolt) at the distance of up to one kilometre from the subject of the insurance, and under the same is understood an overvoltage, induction or atmospheric discharge on those electrical devices which are included in the subjects of the insurance, except for mobile phones and electrically powered objects intended for transport, sports and/or entertainment (bicycles, scooters, drones, etc.).

- 2.1. In case of an onset of the insured event, the indemnity limit is the amortized value of an electrical device according to the following table:

Device age	1-2	3	4	5	6	7	8	9	10 and more
AV %	100	90	80	70	60	50	40	30	20

The device age is the age in years in relation to the year of the manufacture.

AV % - the amortized value (compensation in % of the new purchase value)

- 2.2. Exceptionally from item 2.1., for computers and the belonging equipment and for game consoles, in case of an onset of the insured event, the indemnity limit is the amortized value according to the following table:

Device age	up to 6	6	12	18	24	30	36	42	48 and more
AV %	100	90	80	70	60	50	40	30	20

The device age is the age in months in relation to the year of the manufacture.

AV % - the amortized value (compensation in % of the new purchase value)

3. For determining the place of the lightning strike, the information of the legal person, institution, etc. authorized to record a lightning strike is competent.

#### Article 8

##### Explosion

An explosion is sudden force arisen due to sudden expansion of gases or vapours.

#### Article 9

##### Fall of aircraft

A fall of an aircraft is a fall or an impact of an aircraft or a spacecraft (except drones), a satellite, its parts or cargo on the subject of the insurance.

## III. Risks of natural disasters

#### Article 10

##### Natural disasters

1. The insurance comprises the following coverages according to the contracted level of insurance protection:

Risk/damage	Standard protection	Superior protection	Exclusive protection
Storm	✓	✓	✓
Hail	✓	✓	✓
Pressure of snow masses	✓	✓	✓

<b>Falling or impact of rocks</b>	✓	✓	✓
<b>Landslide</b>	✓	✓	✓
<b>Flood and debris</b>	×	EUR 5,000	EUR 5,000
<b>Damages due to precipitation</b>	×	EUR 1,500	EUR 1,500

### Article 11

#### Storm

- As a storm is considered the wind with the speed of 62 km/h or more. For determining the speed of the wind in a particular case, the report of the hydrometeorological service is competent. In case of the inability of proving it by a report of the hydrometeorological service, it will be considered that the wind of that speed was blowing if the wind was breaking branches and trees or if it damaged regularly maintained building structures in the immediate vicinity of the place of the insurance.
- The insurance does not comprise the damages:
  - due to the storm tide and waves;
  - from penetration of rain, hail, snow or other deposits through an open window or other openings that exist in the structure (except if the openings appeared due to the storm) or through the openings that occurred due to construction defects;
  - on the subjects of the insurance in the structures which do not have the carpentry (windows and doors) installed in the openings for windows and doors;
  - that arise because the structure in which the insured objects are situated was in a dilapidated condition.

### Article 12

#### Hail

- Hail is a precipitation consisting of irregular grains of ice.
- The insurance does not comprise the damages:
  - from penetration of hail and other deposits through an open window or other openings that exist in the structure (except if the openings appeared due to hail) or through the openings that occurred due to construction defects;
  - that arise because the structure in which the insured objects are situated was in a dilapidated condition.

### Article 13

#### Pressure of snow masses

Pressure of snow masses is the impact of force due to the naturally deposited masses of snow or ice that are standing still.

### Article 14

#### Falling or impact of rocks

- Falling or impact of rocks is separation and falling of rocks on the terrain caused by geological phenomena.
- The insurance does not comprise the damages due to movement of masses of soil or rocks that was caused by a human activity (e.g. by construction or mining activities).
- The insurance does not comprise the expenses of rehabilitation of the land from which falling occurs.

### Article 15

#### Landslide

- As a landslide are considered sudden movements of the earth's surface on slanting terrains with clear appearances of breakages on the ground surface and collapsing, which appear on building structures in a short period with appearance of strong deformations and wide cracks.
- The insurance does not comprise the damages:
  - from settling (sagging) of the ground;
  - from a geological landslide, when the soil on which the insured residential premises are situated has already started to slide geologically at the moment of concluding the insurance;
  - from a landslide caused by a human activity (e.g. due to cutting into the ground, extension or alteration of the existing structure, construction of a structure in the vicinity, removal of trees);
  - from a slow geological landslide that is manifested in minor damages to the subject of the insurance (soil creeping).
- The insurance does not comprise the expenses of land rehabilitation.

### Article 16

#### Flood and debris

- Flood is flooding of the terrain due to:
  - water from precipitation;
  - an unusual increase of the water level at an unexpected time;

The insurer's liability begins with an increase of the water level above the predetermined monthly water level heights or flows measured according to closest set water level meter.
  - a flow surge in a channel due to water from precipitation;
  - pouring of surface stagnant or flowing waters from their beds;
  - waves, tsunamis or tide;
  - sudden melting of snow or other unusual natural phenomena.
- A debris occurs by movement of masses of soil, water, sludge and other integral parts which happens due to action of water caused by nature.
- The insurance also comprises the coverage for the risk of an avalanche within the insured amount for flood and debris.

An avalanche is a snow or ice mass in motion that occurs on slopes.
- The insurance coverage for the risk of flood, debris and avalanche begins after the expiry of the term of 15 days from the day of the beginning of the insurance coverage. This postponement of the insurance coverage does not apply in case of a renewal of the insurance contract (unless there was an interruption of the insurance) or a modification of the existing insurance contracts.
- The insurance does not comprise the damages:
  - caused exclusively by an increase of the level of underground water (including the sea as well);
  - caused by a permanent increase of the sea level;
  - due to moisture from the ground, underground water or long-term action (e.g. rotting, putrefaction of wood);
  - that are the consequences of construction defects;
  - due to waves or tide if the structure is located at a distance of less than 30 meters from the sea, unless it is contracted otherwise;
  - that arise because the structure in which the insured objects are situated was in a dilapidated condition.

## Article 17

### Damages due to precipitation

1. Damages due to precipitation (rain, snow or hail) are insured regardless of the cause of their arising if precipitation penetrated through firm parts of the structure or properly closed windows or external doors.
2. The damages due to moisture from the ground, underground water or long-term action (e.g. rotting, putrefaction of wood) are not insured.

## IV. Risks of theft and vandalism

### Article 18

#### Burglary

1. As a burglary is considered a theft during which the perpetrator:
  - 1.1. breaks into the insured premises by opening the properly closed windows or other firm parts of the structure by force or by breaking them;
  - 1.2. enters the insured premises through open windows or doors that are not intended for entering, by overcoming the circumstances that make it difficult;
 

During entering by climbing, the height greater than 2.80 meters must be overcome reckoning from the level of the ground until the lowest point of entry.
  - 1.3. enters into the insured premises or breaks into a closed storage within the insured premises by picking locks with the help of tools;
  - 1.4. enters into the insured premises by actual keys which he obtained by burglary in the premises that are not the subject of the insurance or with the application of physical force on persons or a threat of the same (seizing of the key);
  - 1.5. opens a closed storage within the insured premises by actual keys which he obtained by burglary in the premises that are not the subject of the insurance or with the application of physical force on persons or a threat of the same (seizing of the key).
2. As a burglary is also considered an attempted burglary.
3. Cash, securities, wrist watches, jewelry, precious stones, precious metals, stamp and coin collections are insured up to the amounts stated in the table:

Type of storage	Standard protection	Superior protection	Exclusive protection
Outside of storage or parts of furniture	Cash and securities EUR 375 in all	Cash and securities EUR 500 in all	Cash and securities EUR 750 in all
	Jewelry, precious stones, wrist watches, precious metals, stamp and coin collections EUR 1,500 in all	Jewelry, precious stones, wrist watches, precious metals, stamp and coin collections EUR 2,000 in all	Jewelry, precious stones, wrist watches, precious metals, stamp and coin collections EUR 3,000 in all
In class I safe	For all objects from Paragraph 3 EUR 10,000 in all	For all objects from Paragraph 3 EUR 10,000 in all	For all objects from Paragraph 3 EUR 10,000 in all
In class II safe	For all objects from Paragraph 3 EUR 20,000 in all	For all objects from Paragraph 3 EUR 20,000 in all	For all objects from Paragraph 3 EUR 20,000 in all

In class III safe	For all objects from Paragraph 3 EUR 50,000 in all	For all objects from Paragraph 3 EUR 50,000 in all	For all objects from Paragraph 3 EUR 50,000 in all
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Class I safe: a properly closed and locked metal safe that is fixed on a part of the building structure in accordance with the manufacturer's instructions.

Class II safe: a properly closed and locked fireproof metal safe that is fixed on a part of the building structure in accordance with the manufacturer's instructions and which weighs at least 100 kg or a safe with the security level EN 0.

Class III safe: a properly closed and locked fireproof metal safe resistant to drilling, with two locks, that is embedded into the structure from concrete with the minimum strength of 40 N/mm<sup>2</sup> in accordance with the manufacturer's instructions and which weighs at least 250 kg or in a safe of the security level EN 1 and more.

### Article 19

#### Common theft

1. As a common theft is considered theft in case of which the perpetrator steals objects, without having committed a burglary according to Article 18 during that.
2. The subjects of the insurance are insured up to the amounts stated in the table:

Subject of insurance	Standard protection	Superior protection	Exclusive protection
Cash and securities	EUR 375 in all	EUR 375 in all	EUR 500 in all
Other subjects of insurance	EUR 1,500 in all	EUR 1,500 in all	EUR 2,000 in all

3. The insurance from common theft does not comprise the damages caused by misuse of credit cards, debit cards, etc.

### Article 20

#### Robbery

1. As a robbery is considered taking or forced handing over of the insured object with a threat of physical force or its application against the insured person, persons living with him in the household or other persons that are rightfully present in the insured premises.
2. The insurance from robbery does not comprise the damages caused by misuse of credit cards, debit cards, etc.

### Article 21

#### Vandalism

In case of a vandalism, the damages caused by the perpetrator on the insured objects by intentional destruction or damage after he had entered into the insured premises by burglary according to Article 18, Paragraph 1, with the intention of the disposal of the insured objects, are insured.

## V. Risks of water outflow and glass breakage

### Article 22

#### Water outflow

1. The insurance comprises the damages on the subject of the insurance due to water outflow according to the contracted level of insurance protection:

Risk	Standard protection	Superior protection	Exclusive protection
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<b>Water outflow</b>	✓	✓	✓
<b>Water outflow from aquarium</b>	x	✓	✓
<b>Water outflow due to corrosion, deterioration or wear of pipes</b>	x	✓	✓

<b>Breakage of glass wall linings</b>	x	x	EUR 500
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2. Glass breakage is breakage, i.e. cracking of glass on windows, doors, furniture, paintings, mirrors, shower cubicles, cooking plates and glass wall linings.
3. The local repair expenses and the necessary expenses of the needed glazing and laying of linings are compensated. Additional expenses, that arise due to using the emergency service, are not compensated.
4. The insurance does not comprise the damages:
  - 4.1. on handheld or small table mirrors, optical glasses, glassware, hollow glass objects, lighting fixtures, glass bricks and glass on machines, devices, etc.;
  - 4.2. that consist only of scratching or edge separation;
  - 4.3. on the surface of glass or foils, paints, inscriptions or linings;
  - 4.4. on illuminated inscriptions and advertisements;
  - 4.5. that arise during installing, removal or transport of glass;
  - 4.6. that arise due to activities carried out on glass or frames, except for the damages due to the works of washing glass surfaces.

## VI. Additional coverage

### Article 24

#### Additional coverage

1. The insurance comprises the following coverage according to the contracted level of insurance protection:

Coverage	Standard protection	Superior protection	Exclusive protection
<b>Damages on victuals in freezer</b>	x	EUR 220	EUR 250

2. The insurer compensates the damages on the victuals in a freezer that arise as the consequence of:
  - 2.1. a defect on electrical devices for cooling (e.g. due to defects in the material or in manufacturing, a short circuit, defects during insulation, overvoltage, a malicious damage by the third persons, awkwardness or negligence);
  - 2.2. outpouring of the coolant;
  - 2.3. a power outage due to disruptions in the public electricity supply network.

## VII. Insured expenses

### Article 25

#### Expenses

1. The insurer compensates the actual expenses that the insured person had in connection with the insured event according to the contracted level of insurance protection:

Expenses	Standard protection	Superior protection	Exclusive protection
<b>Fire fighting, moving and protection, demolition and clearing, removal, storage, cleaning</b>	5%	7%	10%

2. As a water outflow is considered:

- 2.1. an unexpected discharge of water from water supply and sewage pipes, from water heating and cooling devices, steam heating devices and other devices and sanitary fixtures connected to the water supply network due to:

- 2.1.1.a damage (breakage, cracking, failure of the safety and control devices, etc.) and

- 2.1.2. clogging and freezing.

In the structure in which persons stay for less than 270 days in a year, the damages due to water outflow because of clogging and freezing are insured up to the amount of EUR 3,000.

- 2.2. an unexpected outflow of water due to the damage of rainwater drainage (vertical) pipes that are installed within the building structure;

- 2.3. an unexpected outbreak of steam from hot water or steam heating devices.

3. The insurance comprises the damages on the subject of the insurance that arise in the sense of Paragraph 2 even if the realization of the insured risk arose from the premises in which the insured household is not situated.

4. The insurance does not comprise the damages that are the consequence of:

- 4.1. underground water, a high water level, flood, debris;

- 4.2. the effect of water from precipitation and a stoppage caused by that;

- 4.3. a discharge of water from open taps;

- 4.4. an outflow of water from the drainage pipes of washing devices, unless the damage arose by breaking of a pipe;

- 4.5. a breakage of gutters and rainwater drainage pipes, except if they are embedded in the building structure;

- 4.6. from wood rotting, putrefaction or appearance of fungi.

### Article 23

#### Glass breakage

1. The insurance comprises the following coverages according to the contracted level of insurance protection:

Risk	Standard protection	Superior protection	Exclusive protection
<b>Glass breakage</b>	EUR 500	EUR 1,500	EUR 1,500
<b>Breakage of metallized and synthetic glass</b>	x	EUR 750	EUR 1,500
<b>Breakage of glass on cooking plate</b>	x	EUR 500	EUR 750

<b>Preventing of insured event</b>	5%	7%	10%
<b>Temporary accommodation/loss of rent</b>	✓ up to 6 months	✓ up to 6 months	✓ up to 6 months
<b>Replacement of lock due to malicious damage</b>	×	EUR 375	EUR 500
<b>Re-acquisition of documents and credit cards</b>	×	×	EUR 250

2. The expenses of fire fighting, moving and protection, demolition and clearing, removal, storage, cleaning:
- 2.1. the expenses of fire fighting are the expenses of fighting fire;
- 2.2. the expenses of moving and protection are the expenses that arise when other objects must be moved, modified or protected for the purpose of renovation or new purchase of the insured objects;
- 2.3. the expenses of demolition and clearing are the expenses of demolition of the remains of the insured objects that were affected by the insured event and clearing of the same, including sorting of the remains and waste, at the place of the insurance;
- 2.4. under the expenses of removal are understood the expenses of inspection, removal, treatment and disposing of the insured objects that were damaged by the insured event:
- 2.4.1. the expenses of inspection are the expenses of inspection by an official person or an expert by which it is determined whether, according to the regulations, the following is present:
- hazardous waste or dangerous substances,
  - items that are subject to the obligation of removal in accordance with the rules on treatment of animal carcasses and waste of animal origin or
  - contaminated land (the condition caused by direct introduction, release or depositing of harmful substances into/onto the land)
- and how the same should be treated and/or deposited.
- 2.4.2. the expenses of removal are the expenses of transport for the purpose of treatment or depositing;
- 2.4.3. the expenses of treatment are the expenses for the measures that serve that the hazardous waste or dangerous substances, of the objects that are subject to the obligation of removal in accordance with the rules on treatment of animal carcasses/waste of animal origin and/or the contaminated land, are used, removed or prepared for disposal in accordance with the regulations;
- 2.4.4. the expenses of depositing are the expenses of disposal.
- 2.5. the expenses of transport and storage of objects of the insured household are compensated if the insured premises became unusable due to the insured event, and it is not possible to demand the insured person to store the object in a possibly usable part of the insured premises;
- The expenses stated above are compensated only until the moment when the insured premises become usable again, i.e. until storage becomes possible in the usable part of the insured premises, at the most in the duration of up to six months.
- 2.6. the expenses of cleaning are the expenses of cleaning the insured premises after the onset of the insured event.

3. The expenses of preventing the insured event are the necessary expenses caused by a reasonable attempt of the insured person to prevent the direct onset of the insured event, i.e. to limit and reduce its harmful consequences, even if those attempts remained without a success.
4. The expenses of a temporary accommodation/loss of rent
- 4.1. if the residential premises cannot be used completely or partially due to the insured event, the insurer compensates the expenses of a temporary accommodation to the insured person who resides in the insured residential premises at the moment of the onset of the insured event;
- The expenses of a temporary accommodation are compensated in the amount of the rent for the residential premises, i.e. the part of the residential premises that cannot be used, if the insured person may not be asked to use the undamaged part of the apartment or house.
- As the value of the rent is taken the usual rent in that place for residential premises of the same type, size and position.
- The expenses of a temporary accommodation are compensated only for the time during which the residential premises cannot be used, at the most for six months from the day of the onset of the insured event.
- 4.2. if the residential premises, which are rented at the moment of the onset of the insured event, cannot be used completely or partially due to the insured event and the tenant may deny payment of the rent to the insured person due to that, the insurer compensates the insured person for the expenses of the loss of rent according to the lease contract, at the most the usual rent in that place for residential premises of the same type, size and position;
- The expenses of the loss of rent are compensated for the term of the lease contract, specifically, until the end of the month from which the premises can be used again, at the most for six months from the day of the onset of the insured event.
- The expenses of the loss of rent in case of rental in tourism are not covered, unless it is contracted otherwise.
- 4.3. the insured person is not entitled to the expenses of a temporary accommodation and the expenses of the loss of rent at the same time.
5. The expenses of the replacement of a lock due to malicious damage comprise the expenses of the replacement of a lock on the entrance doors of the insured premises or the entrance gates on the land of the place of the insurance.
6. The expenses of re-acquisition of the documents and credit cards comprise the expenses of their re-acquisition after the loss.
7. The following is not insured:
- 7.1. the expenses that were caused by health impairment during fulfillment of the duty of salvaging;
- 7.2. the expenses of the services of fire fighters or other persons that act in the public interest or by an official order;
- 7.3. the expenses of removing waste (of inspection, removal, treatment and depositing) that were caused by contamination of water or air.

## Article 26

### Expenses in case of burglary and robbery

1. In case of a burglary and robbery, the following expenses are insured according to the contracted level of insurance protection:

Expenses	Standard protection	Superior protection	Exclusive protection
<b>Renovation or alteration</b>	✓	✓	✓

<b>Repair of the fence of the land</b>	×	EUR 200	EUR 500
<b>Replacement of locks</b>	EUR 375	EUR 375	EUR 500
<b>Replacement of locks due to the loss of keys</b>	×	×	EUR 500
<b>Psychological help</b>	×	×	EUR 250

- 1.1. the expenses of renovation or alteration are the expenses of purchasing of the damaged or new purchase of the stolen parts of the structure or alteration of the insured premises, except the common premises;
- 1.2. the expenses of the repair of the fence of the land are compensated if the damage on the fence occurred due to burglary;
- 1.3. the expenses of the replacement of locks refer to the expenses of the replacement of locks on the doors of the insured premises, except on the doors of the common premises;
- 1.4. the expenses of the replacement of locks due to the loss of keys refer to the expenses of the replacement of locks for entering into the insured premises;
- 1.5. the expenses of psychological help are compensated if that help was necessary after a burglary or robbery.

#### Article 27

##### Loss of water (leakage)

1. In case of water outflow, the expense of the loss of water is also insured according to the contracted level of insurance protection:

Expense	Standard protection	Superior protection	Exclusive protection
<b>Loss of water (leakage)</b>	×	×	EUR 300

2. The insurer compensates the expense of the loss of water due to the onset of the insured event of water outflow from water supply pipes due to the breakage of pipes.
3. The difference between the average amount of the bill for water supply for the insured household in the period of one year before the onset of the insured event and the increased amount as the consequence of the loss of water is compensated.

#### VIII. General exclusions from insurance

##### Article 28

##### General exclusions from insurance

1. In any case, the insurance does not cover the damages that arise as a direct or indirect consequence of:
  - 1.1. an intention or gross negligence of the insured person and the persons living with him in a common household;

Exceptionally, in case of the exclusive protection, the following shall apply:

If the insured event occurred due to gross negligence of the insured person and the persons living with him in a common household, the insurer compensates the damage within the indemnity limits determined by the policy and these General Terms and Conditions, at the most up to EUR 1,500.

- 1.2. war events of any kind, with the declaration of the war or without it, including all the violent acts of states and all the violent acts of political and terrorist organizations;
- 1.3. internal disturbances, a civil war, revolution, rebellion, uprising;
- 1.4. all the military and official measures that are connected with the events from Paragraph 1.2. or 1.3.;
- 1.5. earthquakes or other natural disasters;
- 1.6. permanent impact of weather conditions or the environment;
- 1.7. nuclear energy, action of radioactive isotopes or ionizing radiation.
2. The insurance does not comprise the damages arisen on the subjects of the insurance that were in dilapidated or unfinished building structures or in the structures during the time of reconstruction, if there is a causal link between the damage and the condition of the structure.
3. Unless it is stated differently in these General Terms and Conditions, the insurance does not comprise:
  - 3.1. indirect damages (damages that are not a direct consequence of the insured risk);
  - 3.2. damages of an esthetic type that have no effect on the function or life time of the insured object.

#### IX. Obligations of insured person

##### Article 29

##### Obligations of insured person before onset of insured event

1. If all the persons leave the insured premises, even for a short while:
  - 1.1 external doors, windows and all the other openings of the insured premises must be properly closed and locked;
  - 1.2 storages for cash, jewelry, etc. must be properly closed;
  - 1.3 all the contracted security measures (e.g. alarm devices) must be completely applied.
2. If nobody will be staying in the insured premises for more than 72 hours:
  - 2.1. all the water supplies must be closed (in an apartment as well, if that is possible);
  - 2.2. during the heating season, it is necessary to apply the corresponding measures for preventing all the damages due to freezing (e.g. empty the water supply installations and devices, if the heating is not turned on permanently).
3. The insured person is obliged to maintain the insured objects properly.
4. Regarding the premises threatened by flooding, a non-return (check) valve must be installed which would prevent creating of water surge, and the same must be maintained regularly.
5. The insured person is obliged to make a list of objects of greater value (e.g. expensive watches and jewelry, precious stones, precious metals, antiques and works of art, expensive carpets, furs), designate their value and photograph them. The list with photos must not be stored next to the mentioned objects.
6. If the insured person does not fulfill any of the prescribed or contracted obligations, and he has no justification for that, the insurer's liability is reduced by the amount by which the damage is greater due to that unfulfillment.

##### Article 30

##### Obligations of insured person after onset of insured event

1. The obligation to reduce the damage
  - 1.1. The insured person is obliged, in accordance with the possibilities:



- 1.1.1. to take care about preserving, salvaging or re-acquiring of the insured objects;
- 1.1.2. to ask for the instructions on how to proceed from the insurer and to observe the same too.
- 1.2. In case of a loss of credit cards, debit cards, etc., savings books and securities, blocking of further payments must be requested without delay and, if it is possible, the procedure of blocking them must be initiated.
2. The obligation to report the damage
  - 2.1. The insured person is obliged to notify the insurer about the onset of the insured event without delay and at the latest within the term of three days from the day of learning about it.
  - 2.2. Damages due to fire, explosion, burglary, common theft and robbery must be reported to the competent police station without delay.
  - 2.3. In the report, all the objects that were destroyed, damaged or disappeared during the onset of the insured event must be stated.
3. The obligation to determine the damage
  - 3.1. According to the possibility, the insurer must be allowed to carry out every investigation necessary to determine the existence of his liability, its amount or its scope.
  - 3.2. The insured person must assist the insurer in determining the damage and to submit to him at his request all the necessary written proofs (e.g. invoices, records, certificates).
  - 3.3. The condition caused by the damage must not be changed without the insurer's consent all until the damage is determined in full, unless such a change is necessary for reducing the damage or serves to the public interest. According to the possibility, the insured person must photograph and/or make a video recording of the place where the damage occurred and the arisen damages.
4. If the insured person does not fulfill any of the prescribed or contracted obligations of reducing the damage (salvaging), and he has no justification for that, the insurer's liability is reduced by the amount by which the damage is greater due to that unfulfillment.
5. If the insured person does not fulfill some of other obligations after the onset of the insured event, he is obliged to compensate to the insurer the damage the insurer had due to that.

## **X. Insured value and insurance compensation**

### **Article 31**

#### **Insured value**

1. The insured value of the objects that make the contents of the residential premises is their new purchase value.
2. Exceptionally from the provisions of Paragraph 1:
  - 2.1. the insured value of cash is the nominal value, of the securities with the official price, it is the last official price, and of other securities, it is the market value (the sales price that can be achieved on the market);
  - 2.2. the insured value of the objects with the historical or artistic value is the market value.
3. As the insured value of data carriers are taken the expenses of the repair or re-purchasing.
4. Determining of the insured value shall not be affected by the subjective value of the objects that cannot be appraised by objective measures (affective value).

### **Article 32**

#### **Insurance compensation**

1. In case of an onset of the insured event, the new purchase value of the objects immediately before the onset of the insured event is compensated:
  - 1.1. in case of the destruction or disappearance of the insured object – the expense of purchasing a new object of the same type and quality;
  - 1.2. in case of the damage of the insured object – the expenses of the repair, but at the most up to the value of purchasing a new object of the same type and quality.
2. If the amortized value of the objects affected by the damage was immediately before the onset of the insured event less than 40% of the new purchase value, then the amortized value is compensated.
 

The amortized value of the object is the new purchase value reduced by an adequate amount in accordance with the condition of the object, particularly its age and wear.
3. For cash and securities, the expenses of their re-acquisition are compensated, at the most, the insured value immediately before the onset of the insured event.
4. For an object with the historical or artistic value, the price of the object that can be achieved on the market is compensated, at the most, the insured value immediately before the onset of the insured event.
5. For data carriers, the expenses of the repair or their re-purchasing are compensated, at the most, the new purchase value immediately before the onset of the insured event, if the repair or re-purchasing is necessary and if it ensues within the term of one year from the day of the onset of the insured event. On the contrary, only the amortized value is compensated.
 

The damage for the data and programs that are found on data carriers is not compensated.
6. For antiquities, works of art, expensive carpets, furs and objects from genuine fur, cash, securities, wrist watches, jewelry, precious stones, precious metals, stamp and coin collections, the insurer compensates the damage at the most up to one third of the insurance amount in all, unless it is contracted otherwise.
7. In case of the destruction of the insured object, the insurance compensation is reduced by the value of the remains of the object.
8. If the insured value of the object is increased by the repair in relation to the insured value immediately before the onset of the insured event, then the compensation for the expenses of the repair is reduced by the amount of the increase of the value.
9. If the insured object that disappeared due to the onset of the insured event is found again:
  - 9.1. before payment of the insurance compensation - the insured person is obliged to take it over, if that may be requested from him (e.g. the insured person did not purchase a new object, the object is not damaged);
 

The objects for which it may not be requested that they be taken over must be handed over to the insurer.
  - 9.2. after payment of the insurance compensation - the insured person is obliged to refund the received insurance compensation reduced by the possibly reduced value of the object if it may be requested from the insured person to take over the object (e.g. the insured person did not purchase a new object, the object is not damaged).
 

The objects for which it may not be requested that they be taken over must be handed over to the insurer.
10. In case of the damage, destruction or disappearance of particular objects that are a part of a whole, during payment of the insurance compensation, a possible loss of the value arisen on undamaged objects is not taken into account.

11. The insurance compensation must be fully used for the repair, i.e. purchasing of new objects, specifically within the term of one year from the day of the onset of the insured event, about which the insured person submits a proof to the insurer. Until the receipt of the proofs, the insurer compensates the amortized value of the object, i.e. the damage.
12. The damages for which the insurance compensation may be realized on the basis of another insurance contract shall not be compensated.

### **Article 33**

#### **Underinsurance**

1. Underinsurance exists if the insurance amount is lower than the insured value of the total contents of the residential premises. In that case, the insurance compensation received according to Article 32 is reduced proportionally to the ratio of the insurance amount and the value of the contents of the residential premises.
2. If an underinsurance exists, then it is also valid for the insurance outside the place of the insurance and for the insured expenses.
3. The provisions on underinsurance shall not apply if it does not exceed 10% of the insured value or if the insurance is contracted at first risk.

### **Article 34**

#### **Expertise procedure**

1. Additionally to the provisions of the General Terms and Conditions of Property Insurance, the expertise procedure is governed by the following:
  - 1.1. the expert's finding must contain the value of the object immediately before the onset of the insured event and the value of the remains;
  - 1.2. at the request of one contract party, the value of the insured objects that were not affected by the damage will also be determined.

## **B. PERSONAL LIABILITY INSURANCE**

### **Article 35**

#### **Subject of insurance**

1. The subject of the insurance is the insured person's civil out-of-contract liability for the damage due to death, injury to the body or health, as well as the damage or destruction of a third person's object (hereinafter: the liability).
2. The insurance covers the liability of the insured person for the damages he causes as a private person in everyday life, beyond performing a vocation, profession or craft, for example, for damages he causes:
  - 2.1. as an employer towards the persons employed in his household;
  - 2.2. due to renting rooms in the insured residential premises if a special permit is not necessary for that activity. The insurance also covers the liability of the insured person for damages on the objects entrusted to him for safekeeping by guests within the abovementioned activity (except for motor vehicles and vessels) and the liability for pure property damages up to the insurance amount of EUR 730. Pure property damages are those damages that are not damages to persons, or damages on objects;
  - 2.3. from possessing or using a bicycle;

A bicycle is a vehicle that has at least two wheels and that is propelled exclusively by force of the driver or that is equipped with pedals and an auxiliary electric motor with the greatest permanent power not greater than 0.25 kW and that is progressively reduced to zero when the speed reaches 25 km/h or sooner, if the driver stops turning the pedals.

- 2.4. from non-professional (recreational and amateur) sport practicing, excluding hunting, martial arts and sports that require the use of aircraft, vessels or motor vehicles of any kind;

- 2.5. from possession of small tame animals (except the damage caused by dogs);

Additionally, in case of the exclusive protection, the insurance also covers the liability from possession of one dog, specifically, up to the insurance amount of EUR 2,500. If the insured person possesses several dogs, the insurance amount is divided to the number of dogs that the insured person possesses.

- 2.6. from possession and use of a vessel without an engine (except sailboats) and model ships. The persons operating that vessel or transported by it with the approval of the owner or according to his order are also insured;

- 2.7. from possession and use of model aircraft without an engine that are not heavier than 5 kg (aeronautical modeling);

- 2.8. due to contamination of the ground and water up to 10% of the amount of the private liability insurance. The damages that occurred as the consequence of storage or use of mineral oil products and particularly heating oil are not insured.

### **Article 36**

#### **Persons comprised by insurance**

1. The insurance also comprises the liability for the damage caused by:
  - 1.1. a spouse or common-law partner, i.e. life partner of the insured person living with him in a common household (insured on the basis of these General Terms and Conditions);
  - 1.2. persons until the age of 25 living in a common household with the insured person (insured on the basis of these General Terms and Conditions) and which the insured person, his spouse, common-law partner or life partner is obliged to support and who do not have their own regular income;
  - 1.3. persons employed in the household of the insured person as their employer.

### **Article 37**

#### **Insured event**

1. The insured event is a harmful event that is future, uncertain and independent from the exclusive will of the policy holder or of the insured person on the basis of which a third damaged person may claim a damage compensation from the insured person.
2. Several harmful events that are the consequence of a single cause are considered a single insured event. Harmful events that are the consequences of the causes of the same type are also considered a single event if there is a legal, economic or technical connection between those causes.

### **Article 38**

#### **Scope of validity of insurance**

1. In case of the standard and superior protection, the insurance also comprises the insured events that occur in the territory of Europe or in one of the non-European Mediterranean countries.
2. In case of the exclusive protection, the insurance covers the insured events that occur in the territory of the whole world.

### **Article 39**

#### **Term of insurance period**

1. The insurance covers the liability for the damages that arise during the insurance coverage period.
2. The insured event that occurs during the insurance coverage period, and the cause of which comes from the time preceding the beginning of the insurance coverage is covered by the insurance only if the policy holder or the insured person did not know or could not have known the cause from which the insured event arose until the beginning of the validity of the insurance coverage.
3. In case of a damage to persons that onset gradually, and in case of the inability to determine the time of arising of the harmful event, it is considered that the harmful event arose when the beginning of the illness was first determined by a doctor's finding.

#### **Article 40**

##### **Exclusions from insurance**

1. The insurance does not refer to:
  - 1.1. the claims that, on the basis of a contract or a given promise, exceed the scope of the legally prescribed liability of the insured person;
  - 1.2. the damages caused to third persons by the insured persons intentionally and illegally;
 

As an intentional action is considered an action or failure in case of which the arising of a damage was to be expected with a great probability, but the action or failure was committed in spite of that.
  - 1.3. the damages that arise due to an indirect or direct effect of nuclear energy;
  - 1.4. the damages that are directly or indirectly connected with the effect of electromagnetic fields;
  - 1.5. the liability from the possession of a structure and land;
 

The liability from the possession of a structure and land is the liability of the insured person for the damage he causes to a third person as the owner, user, tenant or lessee of the structure (a house or an apartment) and the belonging land. The liability from the possession of a structure and land refers to the liability of damage compensation on the basis of:

    - possession, managing, supervision, supplying, maintaining cleanliness, lighting and land maintenance, including the structures and the equipment found within them, such as e.g. elevators, heating and air-conditioning devices, swimming pools, children's playgrounds and gardens;
    - executing the works of demolition, construction, repair and digging on the land.
  - 1.6. the liability from possession of weapons;
  - 1.7. the damages caused by the insured person or persons working according to his order by holding or using:
    - 1.7.1. aircraft;
    - 1.7.2. aeronautical devices except for models from Article 35, Item 2.7.;
    - 1.7.3. drones;
    - 1.7.4. motor vehicles and other towed vehicles and devices that have or must have an official registration;
    - 1.7.5. vessels except of the vessels stated in Article 35, Item 2.6.
  - 1.8. the damages that were caused:
    - 1.8.1. to the person comprised by the insurance according to Article 36;
    - 1.8.2. a family member of the policy holder or of the insured person;

As a family member is considered a spouse or common-law partner, i.e. life partner of the policy holder or of the insured person, children, grandchildren, adopted children, wards, stepchildren, parents, parents of a spouse or common-law partner, i.e. life partner, foster father and foster father, stepfather and stepmother, and brothers and sisters.

- 1.9. the damages that were caused to workers of the insured person;
- 1.10. the damages suffered by companies or crafts owned by the policy holder or the insured person, i.e. the persons stated in Item 1.8;
- 1.11. the damages on the objects that the policy holder, the insured person or persons that work in his household take into lease, leasing, rent, loan or safekeeping (except the objects of guests staying overnight from Article 35, Item 2.2.);
- 1.12. the damages on movables that arise on them or by them during their use, i.e. due to their use, transport, treatment or other actions;
- 1.13. the damages on those parts of real estates on which processing is carried out directly, that are used or are a part of an activity in another way;
- 1.14. the damages on objects due to gradual emissions or similar actions of temperature, gases, steam, liquids, moisture and non-atmospheric precipitation (smoke, soot, dust, etc.);
- 1.15. the damages due to a loss of data;
- 1.16. pure property damages except the damages stated in Article 35, Item 2.2.

#### **Article 41**

##### **Obligations of insured person after onset of insured event**

1. The insured person is obliged:
  - 1.1. to undertake all the prescribed, contracted and other necessary actions that serve to determine the cause, course and consequences of the insured event and limit the consequences of the arisen damage;
  - 1.2. to notify the insurer about the onset of the insured event without delay and at the latest within the term of three days from the day of learning about it (the obligation to report the damage);
  - 1.3. to report the receipt of the judgment or the initiation of the criminal, administrative or disciplinary proceedings against the insured person;
  - 1.4. to report to the insurer all the measures of the third persons for the purpose of a court or out-of-court realization of the claim for the damage compensation;
  - 1.5. to assist the insurer in determining, settling or eliminating the damages;
  - 1.6. to authorize a lawyer (legal representative) determined by the insurer, to provide him with all the necessary information and leave conducting of the proceedings to him.
2. If the insured person cannot answer the insurer's call in time, then he undertakes to take all the necessary actions regarding the lawsuit in the prescribed term (filing an appeal against the judgment too).
3. The insured person may not acknowledge the liability for the damage partially or completely without a previous approval of the insurer.
4. For fulfillment of these obligations, all the persons comprised by the insurance are responsible.
5. A claim from the insurance contract may not be ceded or mortgaged before its justification and amount have been finally determined without an explicit written approval of the insurer.
6. The insurer is authorized to give all the statements on behalf of the insured person that he finds useful for defence from unfounded or excessive claims for damage compensation.

#### **Article 42**

### **Liabilities of insurer**

1. After the onset of the insured event, the insurer is obliged to:
  - 1.1. take over the civil out-of-court liability of the insured person for the damage due to death, injury to the body or health, as well as the damage or destruction of a third person's object;
  - 1.2. compensate the expenses arisen during determining or contesting the justification of the claim by the third persons from Article 43 of Paragraph 5 of these Terms and Conditions.

### **Article 43**

#### **Insurance compensation**

1. The insurance amount that is stated in the policy represents the highest amount of the insurer's liability per a single insured event.
2. The insurance amount represents the highest amount of the insurer's liability per a single insured event even when there are several persons responsible for the damage or if several insurances have been concluded for the same household with one or more insurers.
3. For all the insured events that occur during one insurance year, the insurer pays the triple amount of the insurance amount (the aggregate limit) at the most.
4. The insurer participates in deposits for the purpose of the insurance damage compensation that the insured person would be obliged to deposit on the basis of the legal regulations or a court decision, at the most up to the amount of his liability for damage compensation.
5. The insurance also covers the compensation of the expenses for providing legal help in case of a submitted claim for the damage compensation. The insurance comprises the expenses of litigious and non-litigious proceedings during determining and contesting a claim by third persons. The insurance also comprises the expenses of a defense counsel in criminal or disciplinary proceedings. All the mentioned expenses are comprised by the insurance only if they were previously approved by the insurer.
6. If the insured person opposes the proposal of the insurer that the claim for damage compensation be solved by a settlement, the insurer is not obliged to pay the difference of the compensation, interest and additional expenses that arose after the insured person had received the registered letter of the insurer by which he notified him that he had put at the disposal of the insured person the amount he had proposed in the settlement for collection of the claim of the damaged person.

Applied since: 21 May 2020