

SPECIAL TERMS AND CONDITIONS OF TRAVEL INSURANCE OF SALVA KINDLUSTUSE AS: CIVIL LIABILITY INSURANCE

1. INSURED EVENT UNDER TRAVEL CIVIL LIABILITY INSURANCE

- 1.1. Tort caused by the insured person to a third person in the course of unlawful activity, as a result of which the insured person has a legal obligation to compensate for damages. Unlawful act of the insured person must be committed in the territory specified in the travel insurance contract during the period of insurance.

Third person shall mean a person who is not a travel companion or a family member (i.e. spouse, partner, child, grandchild, parent or grandparent) of the insured person and whose property or health has been damaged as a result of the insured person's activity.

2. CLAIMS INDEMNIFIED UNDER TRAVEL CIVIL LIABILITY INSURANCE

- 2.1. Medical expenses – justified expenses for transportation of the victim to a medical institution, for his/her treatment and purchase of medicines.
- 2.2. Funeral expenses – justified expenses due to death (excl. funeral banquet) in the amount of up to EUR 3,000.
- 2.3. Pecuniary loss – reasonable and justified costs for repairs of a damaged item; upon destruction of property, the value of property immediately before a loss event.
- 2.4. Legal costs – judicial costs to be paid by the insured person under a judgement and/or legal costs, previously approved by the insurer, incurred by the insured person to determine the existence of liability, amount of loss and the circumstances of the event. Legal costs shall be indemnified to the amount of 10% of the loss, but not exceeding EUR 3,000.

3. INDEMNITY AND PAYMENT THEREOF

- 3.1. Indemnity shall be a sum paid by the insurer by way of compensation for damages or legal costs.
- 3.2. The performance obligation of the insurer shall be reduced by the amount of the deductible. The amount of the deductible shall be indicated on the insurance policy.
- 3.3. Indemnity limit shall be the sum insured under liability insurance. The sum insured shall be indicated on the insurance policy.
- 3.4. Indemnity shall be paid without delay, but no later than 14 days after entry into force of the judgement or after a claim has been considered as proven by the insurer.
- 3.5. Indemnity shall be transferred to the insured person's bank account.

4. THE INSURED PERSON'S OBLIGATIONS UPON THE OCCURRENCE OF INSURED EVENT

- 4.1. The insured person shall be obliged to immediately notify about any claim (incl. initiation of judicial or pre-trial proceedings) against him/her or about any other

circumstances that may give rise to a claim against the insured person.

- 4.2. The insured person shall forward the claim for damages against him/her and other supporting documents as to the circumstances of the event (e.g. police or medical certificates, receipts as to the value of property, witness statements, etc.).
- 4.3. If the liability of the insured person is unclear, the insured person shall neither issue statements of debt nor enter into agreements for the compensation of damages without the consent of the insurer. If the insured person issues a statement of debt or pays partial or full compensation for damages, the insurer shall have no obligation to indemnify damages should the insurer consider causing damage or the amount of damage not to be proven.

5. TRAVEL CIVIL LIABILITY INSURANCE EXCLUSIONS

The following shall not be regarded as insured events and shall not be indemnified:

- 5.1. any claim arising from the insured person's intent, gross negligence, dishonest conduct or deliberate offences (incl. fights);
- 5.2. any claim arising from an act committed by the insured person under the influence of alcohol or illegal drugs;
- 5.3. any claim between the insured person and his/her travel companions or family members;
- 5.4. any claim arising from circumstances already known to the insured person or pre-existing prior to entering into the insurance contract;
- 5.5. any claim arising from the use of a watercraft, aircraft or motorized land vehicle owned by or in the possession of the insured person;
- 5.6. any claim against the insured person as the owner of a building or an apartment;
- 5.7. any claim arising from the activity of animals belonging to or in the care of the insured person;
- 5.8. any claim related to non-pecuniary loss, incl. damages for pain and suffering;
- 5.9. any claim related to loss of income;
- 5.10. any claim arising from unjust enrichment;
- 5.11. any contractual claim for damages (incl. warranty claim);
- 5.12. any claim arising from the insured person's liability due to his/her economic activity;
- 5.13. any claim for statutory fines (incl. traffic and parking fines, fines for infringement of public policy) levied to the insured person, as well as interest on arrears and interest thereof;
- 5.14. any claim arising from force majeure;
- 5.15. any claim subject to compensation under any other liability insurance contract;
- 5.16. any claim made later than 90 days after the occurrence of the event giving rise to the insured person's liability;
- 5.17. any claim arising from pollution of air, ground or water.